

STP-A131(000)X

PIN 11310.00

STP-1135(800)X

PIN 11358.00

NH-1139(100)E

PIN 11391.00

NH-1141(800)E

PIN 11418.00

NH-1144(200)E

PIN 11442.00

**BEFORE SUBMITTING YOUR BID**

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
  - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
  - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

**AND FOR FEDERAL AID PROJECTS**

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

**If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3430.**

**For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.**

# NOTICE

**The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.**

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request. Please provide us an email address, so we can maintain the planholders list that both the industry and MDOT uses.**

**Additionally, the new Acknowledgement of Bid Amendment form will be placed in MDOT bid packages beginning with the 2/12/03 advertisements. After that date, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids.**

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at [rebecca.pooler@maine.gov](mailto:rebecca.pooler@maine.gov).

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION**  
Bid Guaranty-Bid Bond Form

**KNOW ALL MEN BY THESE PRESENTS THAT**\_\_\_\_\_

\_\_\_\_\_, of the City/Town of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, a

Corporation duly organized under the laws of the State of \_\_\_\_\_ and having a usual place of

Business in \_\_\_\_\_ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of \_\_\_\_\_ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of \_\_\_\_\_

\_\_\_\_\_ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SURETY:

By \_\_\_\_\_

By: \_\_\_\_\_

Name of Local Agency: \_\_\_\_\_

# NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

*This should not be much of a change for those of you who use Federal Express or similar services.*

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

# INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

## The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

## SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

# NOTICE

The Department has revised the Disadvantaged Business Enterprise Proposed Utilization form and the procedure that has been used for the past several months for Contractors to submit the form.

The Apparent Low Bidder now must submit the form by close of Business (4:30 P.M.) on Bid day.

The new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Disadvantaged Business Enterprise Proposed Utilization Plan form will no longer be used. The new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOTs DBE Directory of Certified firms can also be obtained at [http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)

# NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.



# REQUEST FOR INFORMATION

Response By: \_\_\_\_\_ Date: \_\_\_\_\_

# CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section  
16 State House Station,  
Augusta, Me 04333-0016  
or  
Fax: 207-624-3431

Contractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ FEDERAL PROJECT # \_\_\_\_\_ LOCATION: \_\_\_\_\_

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = \_\_\_\_\_ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

\_\_\_\_\_  
\_\_\_\_\_.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.  
No DBE firms bid.

\*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.  
Directory of certified DBEs is available on MDOT's website: [www.state.me.us/mdot](http://www.state.me.us/mdot)

Equal Opportunity Use:

Plan received \_\_\_\_/\_\_\_\_/\_\_\_\_ Verified by: \_\_\_\_\_ Action: \_\_\_\_\_



## Office of Human Resources

### Equal Opportunity

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## MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

[http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)

*It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.*

## STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bid for the **Microsurfacing** in the towns of **Limerick, Cornish, Winthrop, Manchester, Smyrna, New Limerick, Ludlow, Houlton, Edgecomb, Newcastle, Damariscotta, Nobleboro and Rumford**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on February 25, 2004, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for highway construction or paving projects. All other Bids may be rejected. **MDOT provides the option of electronic bidding. We accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. STP-A131(000)X, PIN 11310.00; STP-1135(800)X, PIN 11358.00; NH-1139(100)E, PIN 11391.00; NH-1141(800)E, PIN 11418.00; NH-1144(200)E, PIN 11442.00

Location: York County, Towns of Limerick and Cornish project STP-A131(000)X is located on Route 5, beginning 0.30 of a mile southerly of the Cornish town line and extending northerly 6.49 miles. Kennebec County, Towns of Winthrop and Manchester project STP-1135(800)X is located on Route 202, beginning at Annabessacook Road and extending northerly 5.96 miles. Aroostook County, Towns of Smyrna, New Limerick, Ludlow and Houlton project IM-95-1139(100)E is located on I-95 Northbound Lane, beginning 0.51 of a mile southerly of the Smyrna/Ludlow town line and extending northerly 10.65 miles. Lincoln County, Towns of Edgecomb, Newcastle, Damariscotta and Nobleboro project NH-1141(800)E is located on US Route 1, Beginning 0.29 miles northerly of the Wiscasset / Edgecomb T/L and extending northerly 12.09. Oxford County, Town of Rumford project NH-1144(200)E is located on Route 2, beginning 3.23 miles easterly of Route 232 and extending easterly 6.596 to 0.05 of a mile easterly of the South Rumford Road.

Outline of Work: Microsurfacing and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Bruce Carter at (207)624-3430. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Jamie Andrews** at (207)624-3401. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207)287-3392.

Specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division Offices in Rockland, Fairfield, Scarborough, Dixfield and Presque Isle. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

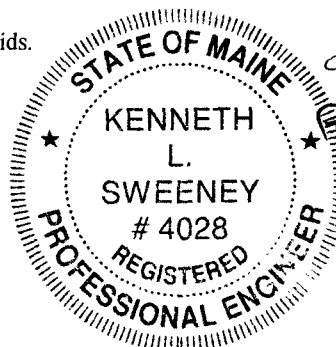
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$65,000 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all Bids.

Augusta, Maine  
January 21, 2004



*[Signature]*  
JOHN E. DORITY  
CHIEF ENGINEER

PIN 11310.00; 11358.00;  
11391.00; 11418.00; 11442.00  
October 29, 2003  
Supercedes June 26, 2003

**SPECIAL PROVISION 102.7.3**  
**ACKNOWLEDGMENT OF BID AMENDMENTS**  
**&**  
**SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.state.me.us/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, and to incorporate them into their Bid Package. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package. Failure to acknowledge receipt of all Amendments to the Bid Package will be considered a Non-curable Bid Defect in accordance with Section 102.11.1 of the Standard Specifications, Revision of December 2002.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
(Name and Title Printed)

**Bid Bond Validation Number** \_\_\_\_\_  
**(Applicable to annual bid bonds or electronic bid bonds.)**

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 011310.00

PROJECTS

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STP-A131(000)X

STP-1135(800)X

IM-95-1139(100)E

OTHERS

COUNTY : YORK  
LINCOLN

KENNEBEC  
OTHERS

## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 1

## SCHEDULE OF ITEMS

DATE: 040112

REVISED:

CONTRACT ID: 011310.00

PROJECT(S): STP-A131(000)X  
 STP-1135(800)X  
 IM-95-1139(100)E  
 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

## SECTION 0001 HIGHWAY ITEMS

0010	462.03 MICROSURFACING - RUT, SCRATCH AND SURFACE COURSE	603645.000 SY				
0020	627.18 12 " SOLID WHITE PAVEMENT MARKING	1000.000 LF				
0030	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	300.000 SF				
0040	627.76 TEMPORARY PVMT. MARK LINE, W OR YELLOW	LUMP	LUMP			
0050	627.781 TEMPORARY 6 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	112300.000 LF				
0060	652.38 FLAGGER	2440.000 HR				
0070	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0080	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, STP-A131(000)X, PIN 11310.00; STP-1135(800)X, PIN 11358.00; NH-1139(100)E, PIN 11391.00; NH-1141(800)E, PIN 11418.00; NH-1144(200)E, PIN 11442.00, for the Microsurfacing in the town of Limerick, Cornish, Winthrop, Manchester, Smyrna, New Limerick, Ludlow, Houlton, Edgecomb, Newcastle, Damariscotta, Nobleboro and Rumford, Counties of Aroostook, Kennebec, Lincoln, Oxford and York, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before October 1, 2004. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.



**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$\_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: STP-A131(000)X, PIN 11310.00; STP-1135(800)X, PIN 11358.00; NH-1139(100)E, PIN 11391.00; NH-1141(800)E, PIN 11418.00; NH-1144(200)E, PIN 11442.00, for the Microsurfacing in the town of Limerick, Cornish, Winthrop, Manchester, Smyrna, New Limerick, Ludlow, Houlton, Edgecomb, Newcastle, Damariscotta, Nobleboro and Rumford, Counties of Aroostook, Kennebec, Lincoln, Oxford and York, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, STP-A131(000)X, PIN 11310.00; STP-1135(800)X, PIN 11358.00; NH-1139(100)E, PIN 11391.00; NH-1141(800)E, PIN 11418.00; NH-1144(200)E, PIN 11442.00, for the Microsurfacing in the town of Limerick, Cornish, Winthrop, Manchester, Smyrna, New Limerick, Ludlow, Houlton, Edgecomb, Newcastle, Damariscotta, Nobleboro and Rumford, Counties of Aroostook, Kennebec, Lincoln, Oxford and York, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before October 1, 2004. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$\_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: STP-A131(000)X, PIN 11310.00; STP-1135(800)X, PIN 11358.00; NH-1139(100)E, PIN 11391.00; NH-1141(800)E, PIN 11418.00; NH-1144(200)E, PIN 11442.00, for the Microsurfacing in the town of Limerick, Cornish, Winthrop, Manchester, Smyrna, New Limerick, Ludlow, Houlton, Edgecomb, Newcastle, Damariscotta, Nobleboro and Rumford, Counties of Aroostook, Kennebec, Lincoln, Oxford and York, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

**(Name of the firm bidding the job)**

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.



**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) \$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR  
(Sign Here)  
\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)  
(Witness Sign Here) \_\_\_\_\_ (Print Name Here)  
Witness \_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date By: David A. Cole, Commissioner  
\_\_\_\_\_  
(Witness)

BOND # \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum  
of \_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**,  
to be paid said Treasurer of the State of Maine or his successors in office, for which  
payment well and truly to be made, Principal and Surety bind themselves, their heirs,  
executors and administrators, successors and assigns, jointly and severally by these  
presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of \_\_\_\_\_  
promptly and faithfully performs the Contract, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State  
of Maine.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESSES:

Signature.....  
Print Name Legibly .....

Signature .....

Print Name Legibly .....

SURETY ADDRESS:  
.....  
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

Print Name Legibly .....  
SURETY:

Print Name Legibly .....

NAME OF LOCAL AGENCY:

ADDRESS .....  
.....

.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business in \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use  
and benefit of claimants as herein below defined, in the sum of  
\_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**  
for the payment whereof Principal and Surety bind themselves, their heirs, executors and  
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly satisfies all claims and demands incurred for all  
labor and material, used or required by him in connection with the work contemplated by  
said Contract, and fully reimburses the obligee for all outlay and expense which the  
obligee may incur in making good any default of said Principal, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a  
Subcontractor of the Principal for labor, material or both, used or reasonably required for  
use in the performance of the contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly .....

SURETY:

Signature.....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS .....

.....

TELEPHONE .....

## SPECIAL PROVISION PARTNERING

The successful bidder will have the opportunity to enter into a cooperative partnership agreement with the State Department of Transportation for the contract. The objective of this agreement is the effective completion of the work on time and to the standard of quality that will be a source of pride to both the State and the Contractor. The partnering agreement will not affect the terms of the contract. It is intended only to establish an environment of cooperation between the parties. If the partnering agreement is accepted.

1. Contractor shall select and provide a third-party facilitator to conduct the team building workshop for the Contractor and Department personnel. Facilitator selection shall require Department concurrence. The cost for the facilitator and his associated expenses will be shared equally by the Department on the next monthly estimate, following receipt of invoice(s) from the Contractor, on an extra work basis.
2. Contractor and Department will exchange lists of the key personnel to be participants in the workshop. The list will contain the name and job title of each person, a contact phone number, and the address for job related correspondence.
3. The Contractor shall select the location and make all arrangements for space as required by facilitator, and for any meals required. This cost to be shared equally.
4. A working arrangement for the partnership will be agreed upon in writing at the workshop. The arrangement will set out the mutually recognized goals and expectation of the parties.
5. The Contractor and the Department agree to make an effort to maintain identified key personnel assigned to the work for its duration. A timely notice by each shall be given if changes by either must be made.
6. Project issues shall be processed in the manner agreed upon by the parties during the orientation.
7. Follow-up workshops may be held periodically throughout the duration of the contract as agreed by the Contractor and the Department.
8. The Partnering Agreement is not intended to be a legal document. Failure by either party to follow the process identified will not be grounds for any claim under the contract.
9. ARE YOU INTERESTED IN THIS OPPORTUNITY? YES \_\_\_\_\_ NO \_\_\_\_\_

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

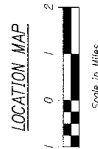
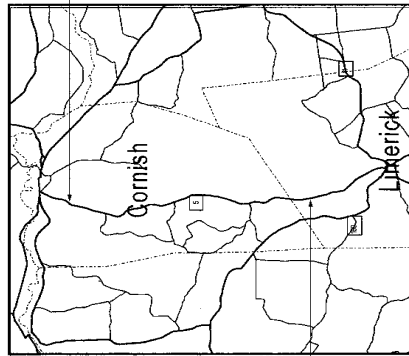


LIMERICK-CORNISH

YORK  
RTE 5  
STP-A131(000)X  
PROJECT LENGTH : 6.49 mi  
MICROSURFACING

STP-A131(000)X

BEG PROJ STA 6+86  
END PROJ STA 349+54

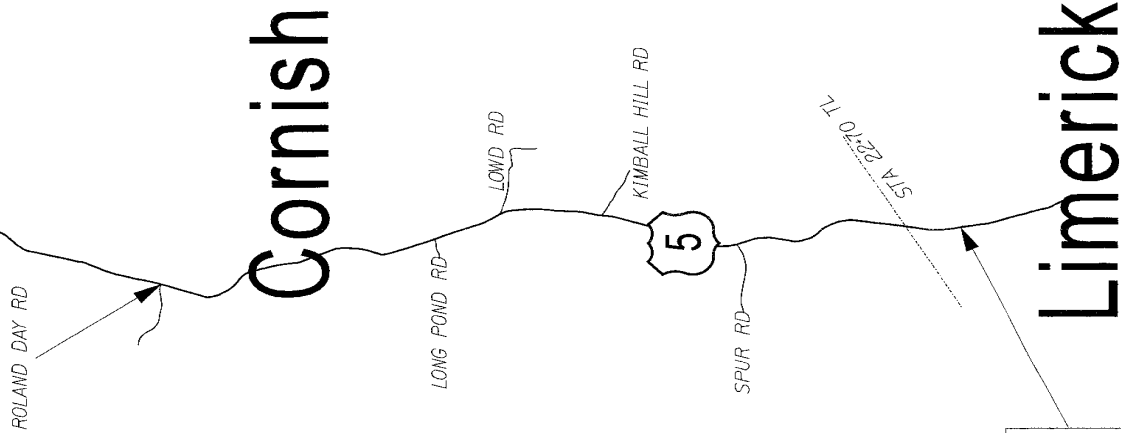


A PAVEMENT PREVENTATIVE  
MAINTENANCE TREATMENT

TRAFFIC DATA  
SR 5 @ LITTLE RIVER BRIDGE

Current (2004) AADT	2320
Future (2024) AADT	3500
DHV - % of AADT	9
Design Hour Volume	315
% Heavy Trucks (AADT)	6
% Heavy Trucks (DHV)	4
Distribution (AADT)	51
Distribution (DHV)	94
80 KN Equivalent P 2.0	90
80 KN Equivalent P 2.5	50
Design Speed MPH	50

END PROJ  
STA 349+54



BEG PROJ  
STA 6+86

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	APPROVED DATE	COMMISSIONER DATE	CHIEF ENGINEER DATE
PROJECT INFORMATION			
PROJECT NUMBER	PROJECT RESIDENT	PROJECT CONTRACT DATE	PROJECT CONTRACT DATE
DESIGNER	DESIGNER	DESIGNER	DESIGNER
PROJECT MANAGER	PROJECT MANAGER	PROJECT MANAGER	PROJECT MANAGER
SIGNATURE	SIGNATURE	SIGNATURE	SIGNATURE
P.E. NUMBER	P.E. NUMBER	P.E. NUMBER	P.E. NUMBER
DATE	DATE	DATE	DATE

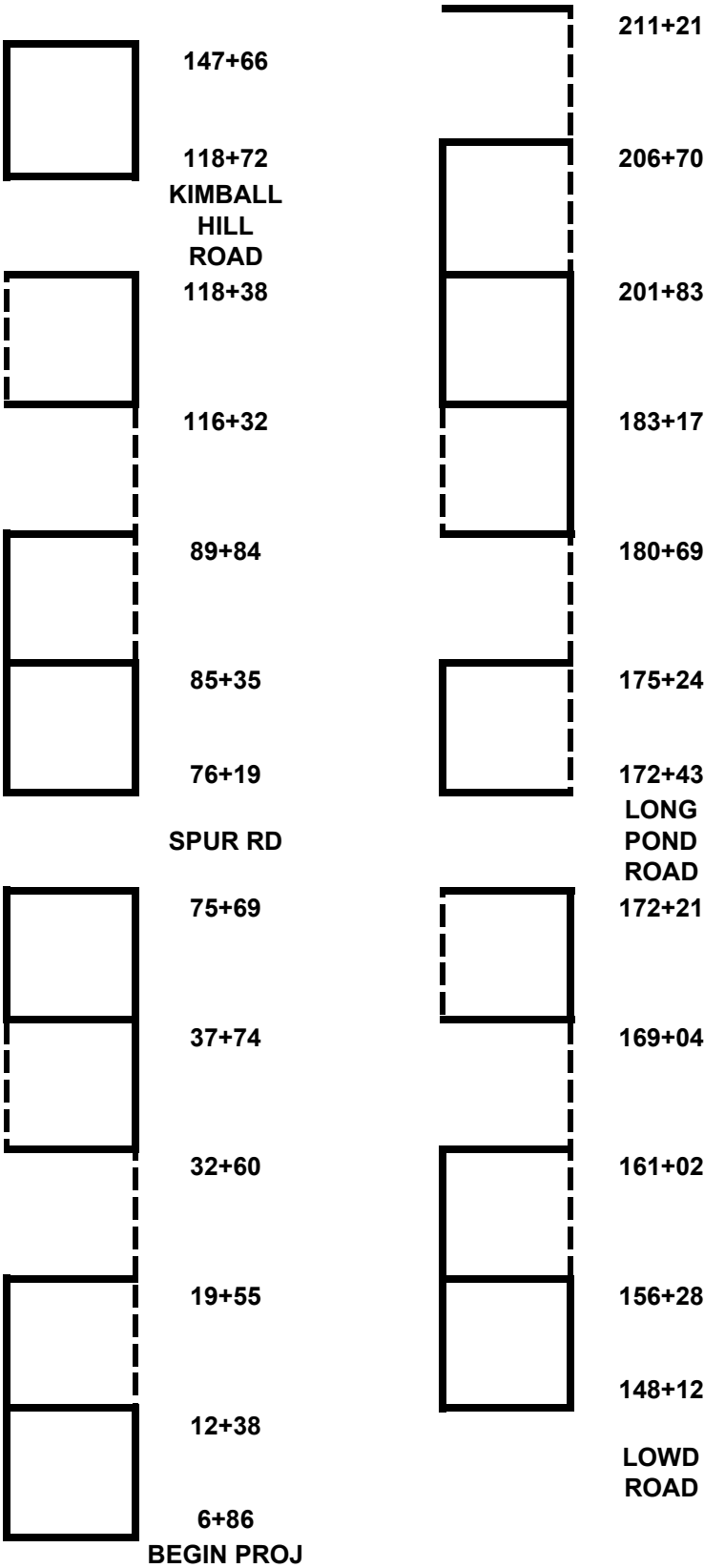
TITLE SHEET	SHEET NUMBER
LIMERICK-CORNISH RTE 5	1
STP-A131(000)X	OF 1

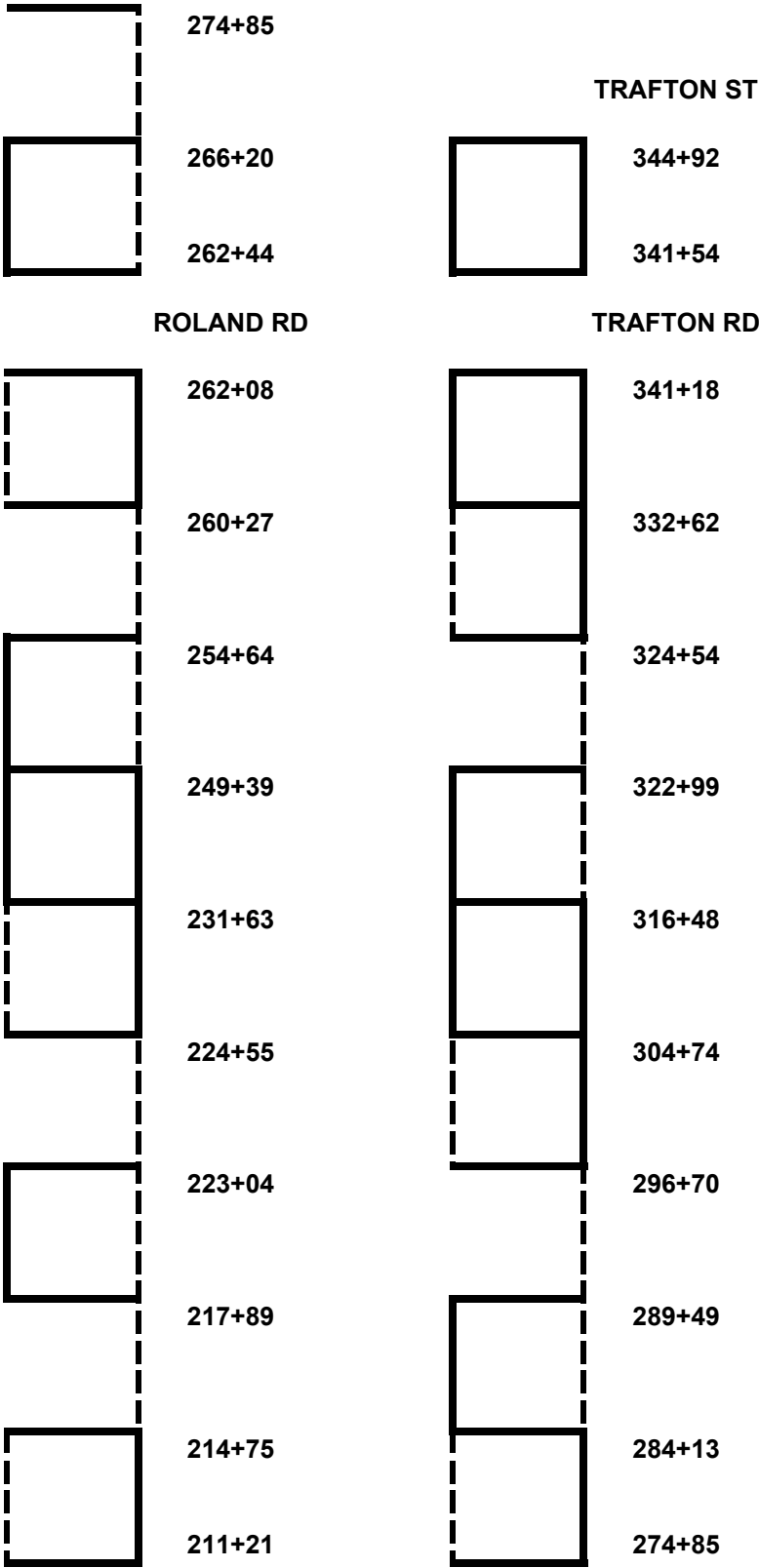
Limerick / Cornish  
11310.00  
Route 5

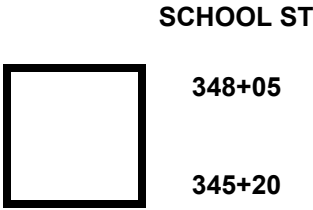
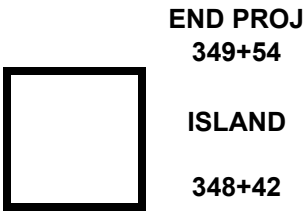
### STATIONING

Begin Project	6+86	Route Log Mile 31.36
Pole 53	8+18	
	22+70	T/L Limerick / Cornish
Pole 70 / 711	50+20	
	76+00	Pole 501
	101+80	Pole 265 / 514
	125+11	Pole 523 / 525
	152+88	Pole 536 / 538
	175+70	Pole 539
	195+45	Pole 554 S
	226+73	Pole 563 S
Pole 574	253+00	
Pole 33	275+74	
Pole J 12	326+69	
End Project	349+54	Route Log Mile 37.85









## **CONSTRUCTION NOTES**

### **Item 462.03 Microsurfacing – Rut, Scratch and Surface Course**

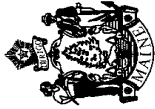
Travel Way Station 6+86 to 349+54 12 feet Left to 12 feet Right Rut,  
Scratch and Surface.

**GENERAL NOTES**

1. Any damage to the slopes caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Resident. All work, equipment and materials required to make repairs shall be at the Contractor's expense.
2. Any necessary cleaning of existing pavement prior to microsurfacing shall be incidental to Item 462.03 and be performed to the satisfaction of the Resident.
3. Stations referenced are approximate.
4. Cleaning of and around all Manholes, Watergates, Catch Basins, etc. during microsurfacing will be considered incidental to Item 462.03 and be performed to the satisfaction of the Resident.
5. All work shall be done in accordance with the Maine Department of Transportation's Best Management Practices for Erosion Control & Sediment Control, January, 2000.
6. MDOT will final stripe the project. The Contractor is responsible for transferring the existing striping pattern to the surface course.

STATE OF MAINE

DEPARTMENT OF TRANSPORTATION



WINTHROP-MANCHESTER

KENNEBEC COUNTY

RTE 202

STP-1135(800)X

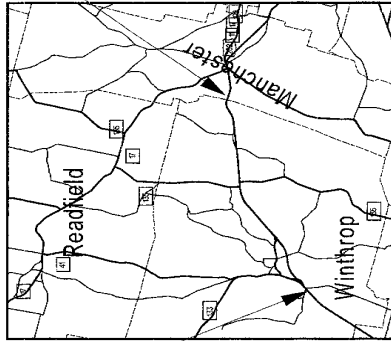
PROJECT LENGTH : 5.96 mi

MICROSURFACING

STP-1135(800)X

BEG PROJ STA 10+00

END PROJ STA 324+59



LOCATION MAP



Winthrop

A PAVEMENT PREVENTATIVE  
MAINTENANCE TREATMENT

Manchester

END PROJ  
STA 324+59

ROUTE 135 NORTH  
STA 185+25

ROUTE 135 SOUTH  
STA 19+75

WELCH'S POINT RD  
STA 266+00

HIGHLAND AVE

HIGHLAND AVE  
STA 66+50

ANNABESSACOOK RD  
STA 11+20

BEG PROJ  
STA 10+00

TRAFFIC DATA  
SR 11/100/202 W/O IR 353

Current (2004) AADT	18260
Future (2024) AADT	25560
DHV - % of AADT	10
Design Hour Volume	2556
% Heavy Trucks (AADT)	4
% Heavy Trucks (DHV)	3
Directional Distribution (DHV)	64
80 KN Equivalent P 2.0	470
80 KN Equivalent P 2.5	448
Design Speed MPH	50

TRAFFIC DATA  
SR 11/100/202 NE/O ANNABESSACOOK RD

Current (2004) AADT	19320
Future (2024) AADT	19360
DHV - % of AADT	9
Design Hour Volume	1742
% Heavy Trucks (AADT)	5
% Heavy Trucks (DHV)	4
Directional Distribution (DHV)	64
80 KN Equivalent P 2.0	468
80 KN Equivalent P 2.5	446
Design Speed MPH	50

WINTHROP-MANCHESTER  
RTE 202  
TITLE SHEET

SHEET NUMBER  
1  
OF 1

STP-1135(800)X  
PIN 11358.00

PROJECT INFORMATION	PROGRAM 135/100/202	PROJECT MANAGER J. DEWITT	SIGNATURE J. R. Dewitt	P.E. NUMBER 9094	DATE 1/8/04
CONTRACTOR	PROJECT RESIDENT	CONSULTANT	DATE 1/8/04	CHIEF ENGINEER J. R. Dewitt	COMMISSIONER J. R. Dewitt
STATE OF MAINE DEPARTMENT OF TRANSPORTATION APPROVED DATE 01/07/04					

**STATIONING**

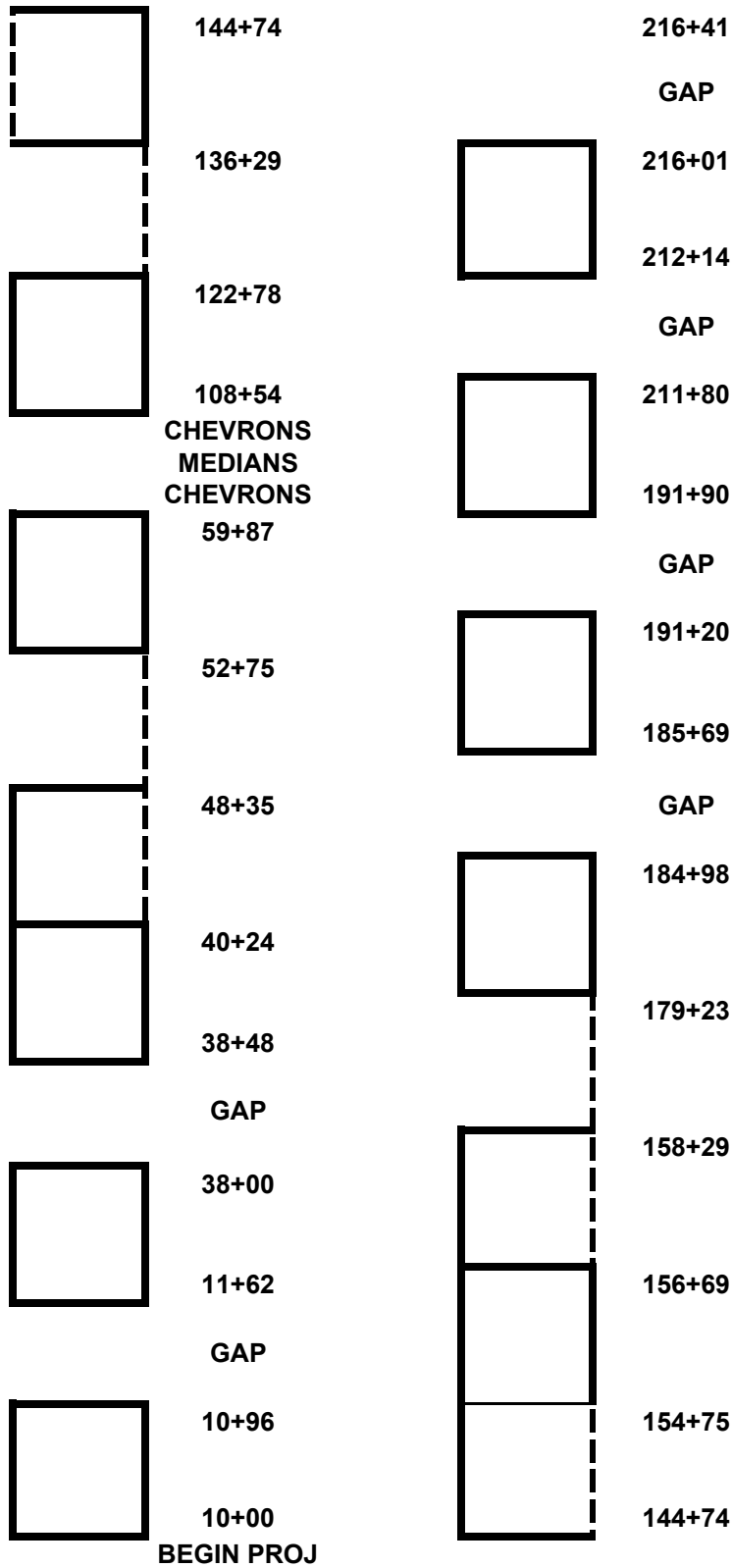
Begin Project	10+00	Route Log Mile 92.27
	11+20	Annabessacook Road
Old Western Ave	17+95	
	27+09	Westerly Bridge Joint
	30+80	Easterly Bridge Joint
Royal Street	38+40	
Pumping Station Entrance	50+28	
Highland Ave	66+50	Highland Ave
	79+25	Carlton Mills Entrance
	96+65	Fire Road W-2
Peck Farm Road	103+75	
	112+00	Pole 45
	121+40	Pole 48
	135+82	Pole 53
	150+00	Pole50
Horseshoe Road	156+60	
Rte 135 North	185+25	
	191+75	Rte 135 South
Pineland Drive	212+06	
Pine Knoll Road	217+40	
Carlton Pond Road	236+60	


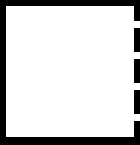
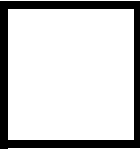
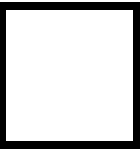
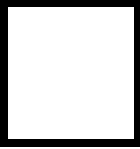
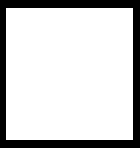
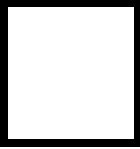
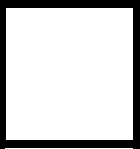
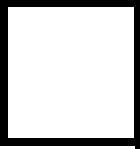
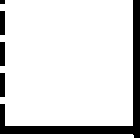
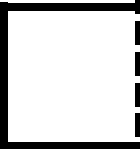
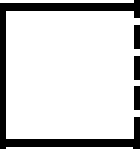
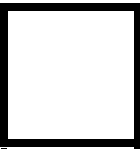


**STATIONING ( Cont )**

Old Village Road	241+20	South Road
Mace Ave	257+06	
	266+07	Welchs Point Road
	279+76	Erin Way
	288+60	Turtle Run Road
Pond View Road	293+75	
Little Cobbssee Ave	297+40	
Fairway Lane	313+90	
	321+70	Hammonds Grove Road
Route Log Mile 98.23	324+59	End Project
	326+10	Sign Welcome To Manchester



**STRIPING**



		END PROJ	
	262+70		
	245+09		324+59
	242+85		297+25
	GAP		GAP
	242+54		296+80
	241+32		288+94
	GAP		GAP
	240+80		288+34
	236+92		286+93
	GAP		GAP
	236+26		286+32
	229+93		283+80
	222+65		270+00
			267+00
			GAP
	219+25		265+92
	217+24		264+92
	216+41		262+70

Winthrop-Manchester  
11358.00  
Route 202

## **CONSTRUCTION NOTES**

### **Item 462.03 Microsurfacing-Rut, Scratch, and Surface Course**

Traveled Way Station 10+00 to 324+59 13 Feet Left to 13 Feet Right

All Truck and Auxiliary Lanes

On and Off Ramps Winthrop Main Street and State Route 133

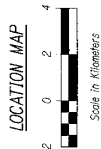
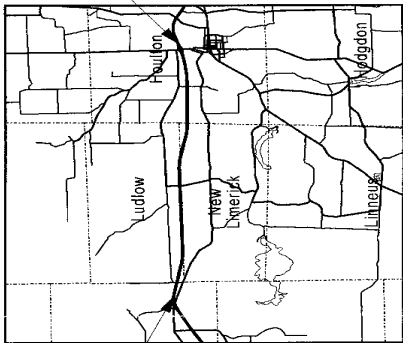
Approximately 2000 Feet of 10 Foot Shoulder as Directed by the Resident.

**GENERAL NOTES**

1. Any damage to the slopes caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Resident. All work, equipment and materials required to make repairs shall be at the Contractor's expense.
2. Any necessary cleaning of existing pavement prior to microsurfacing shall be incidental to Item 462.03 and be performed to the satisfaction of the Resident.
3. Stations referenced are approximate.
4. Cleaning of and around all Manholes, Watergates, Catch Basins, etc. during microsurfacing will be considered incidental to Item 462.03 and be performed to the satisfaction of the Resident.
5. All work shall be done in accordance with the Maine Department of Transportation's Best Management Practices for Erosion Control & Sediment Control, January, 2000.
6. MDOT will final stripe the project. The Contractor is responsible for transferring the existing striping pattern to the surface course.

# IM-95-1139(100)E

BEG PROJ MILE 291.36  
END PROJ MILE 302.01



A PAVEMENT PRELIMINARY  
MAIN PAVEMENT TREATMENT

## STATE OF MAINE DEPARTMENT OF TRANSPORTATION



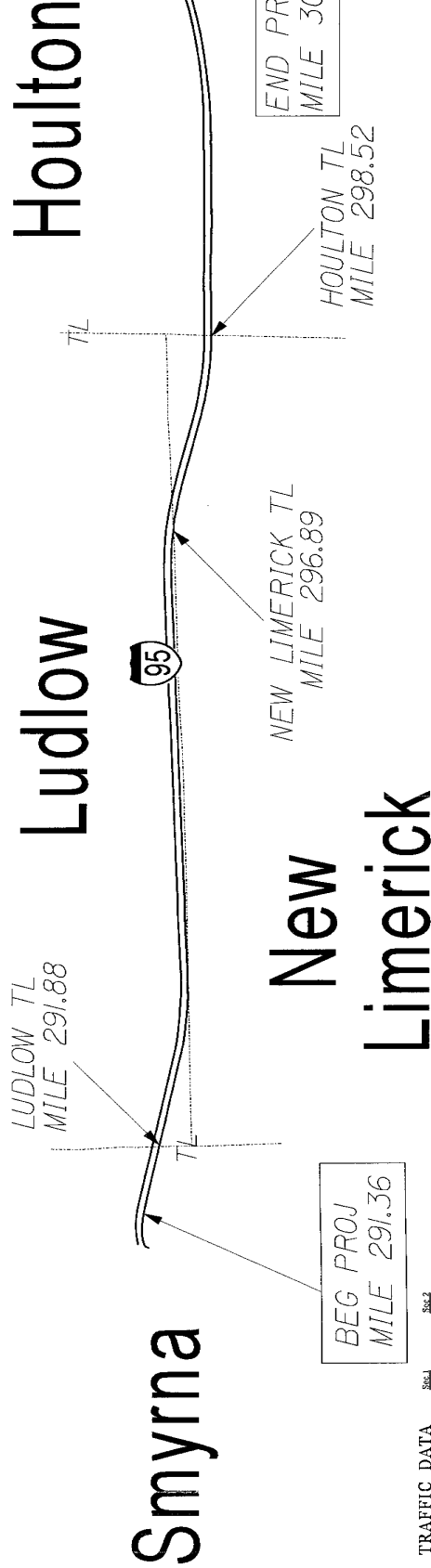
### SMYRNA to HOULTON

AROOSTOOK COUNTY

I-95 NORTHBOUND

IM-95-1139(100)E

PROJECT LENGTH : 10.65 mi  
MICROSURFACING  
TRAVEL LANE ONLY



TRAFFIC DATA									
Year	2003	2004	2005	2006	2007	2008	2009	2010	2011
Current (2004) AADT	2180	2330	2440	2610	2860	314	392	37	13
Future (2016) AADT	2440	2610	2860	314	392	37	13	100	100
Future (2024) AADT	2620	2860	314	392	37	13	1079	907	864
Design - % of AADT	12	14	12	14	12	14	1028	864	864
Design Hoer Volume	314	392	37	13	1079	907	864	864	864
% Heavy Trucks (AADT)	37	37	37	37	37	37	37	37	37
% Heavy Trucks (PHV)	22	22	22	22	22	22	22	22	22
Directional Distribution (DITV)	100	100	100	100	100	100	100	100	100
80 KN Equivalent P 2.0	1079	907	864	864	864	864	864	864	864
80 KN Equivalent P 2.5	1028	864	864	864	864	864	864	864	864
Design Speed (mph)	65	65	65	65	65	65	65	65	65

## STATIONING

### Route Log Miles

Mile Marker 291	290.782
Begin Project	291.364
Mile Marker 292	291.780
Ludlow T/L	291.876
Mile Marker 293	292.779
Mile Marker 294	293.777
Mile Marker 295	294.776
Mile Marker 296	295.775
Mile Marker 297	296.774
New Limerick T/L	296.893
Mile Marker 298	297.775
Houlton T/L	298.518
Mile Marker 299	298.774
Mile Marker 300	299.772
Mile Marker 301	300.771
Mile Marker 302	301.768
End Project	302.010

## **CONSTRUCTION NOTES**

### **Item 462.03 Microsurface Rut,Scratch and Surface**

Travelway only Mile 291.581 to 302.224 Right of Painted Centerline  
To Edge of Rumble Strip.

### **Item 627.18 12" Solid White Pavement Marking Line**

This item to be used to replace 12" white line on Ramp tapers.

### **Item 627.75 White or Yellow Pavement and Curb Marking**

This item to be used to repaint chevron area on Ramp taper.

### **Item 627.781 Temporary 6" Pavement Marking Line, White or Yellow**

A temporary centerline of reflectorized traffic paint is not anticipated but will be required if the contractors operations renders the existing pavement markings inadequate. A temporary edge line of reflectorized traffic paint will not be required as long as barrels are placed along the shoulder as determined by the MUTCD to delineate the travel lane. Failure to apply a temporary line or delineation daily will result in suspension of all work until temporary markings or delineations are applied to all previously placed microsurfacing.

**GENERAL NOTES**

1. Any damage to the slopes caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Resident. All work, equipment and materials required to make repairs shall be at the Contractor's expense.
2. Any necessary cleaning of existing pavement prior to microsurfacing shall be incidental to Item 462.03 and be performed to the satisfaction of the Resident.
3. Stations referenced are approximate.
4. Cleaning of and around all Manholes, Watergates, Catch Basins, etc. during microsurfacing will be considered incidental to Item 462.03 and be performed to the satisfaction of the Resident.
5. All work shall be done in accordance with the Maine Department of Transportation's Best Management Practices for Erosion Control & Sediment Control, January, 2000.
6. The Contractor will final stripe the project. The Contractor is responsible for transferring the existing striping pattern to the surface course.



Current (2004) AADT	12690
Future (2024) AADT	17770
DHV - % of AADT	11
Design Hour Volume	1955
% Heavy Trucks (AADT)	5
% Heavy Trucks (DHV)	4
Directional Distribution (DHV)	55
80 kN Equivalent P 2.0	443
80 kN Equivalent P 2.5	422
Design Speed MPH	50



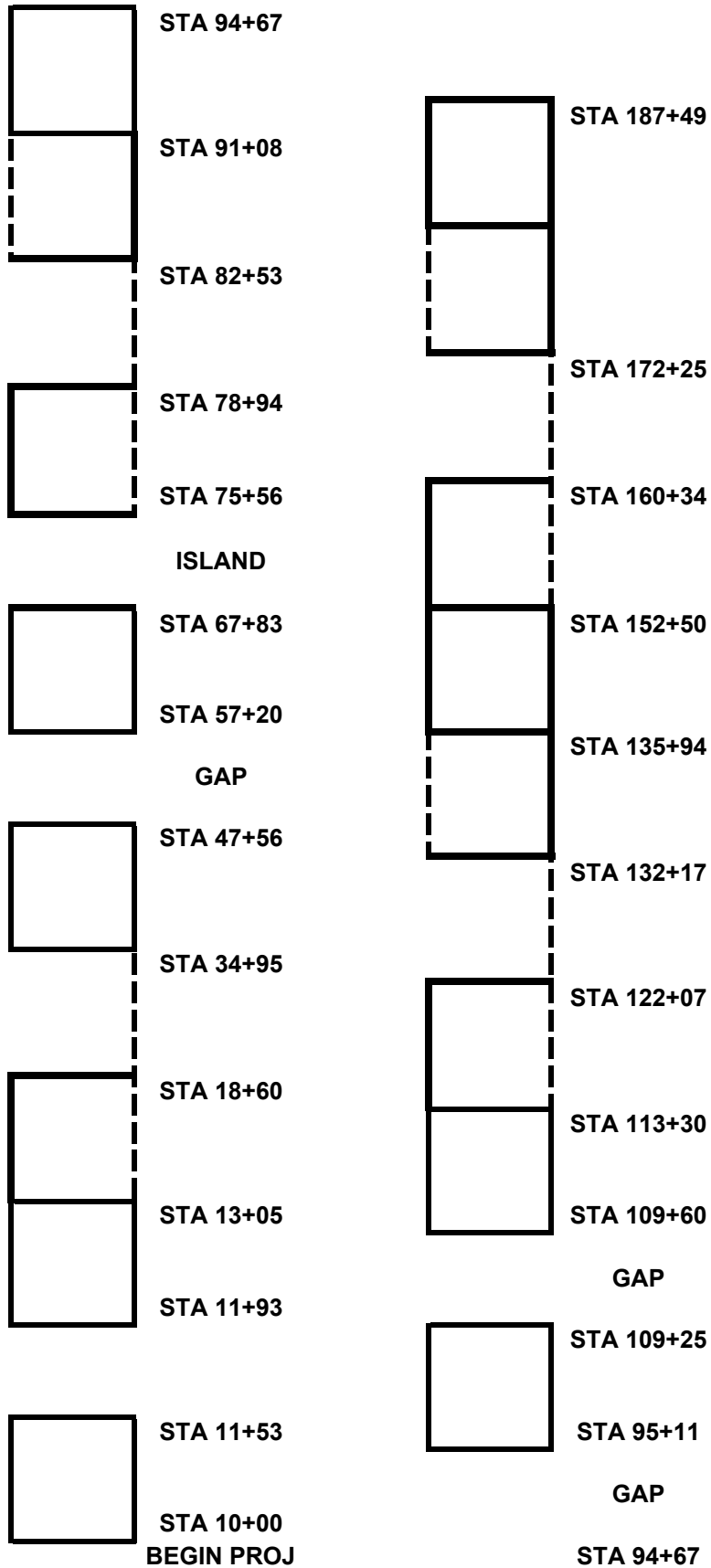
Edgacomb-Nobleboro  
11418.00  
U.S. Route 1

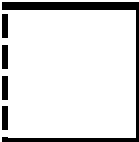
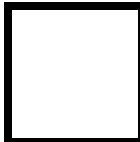
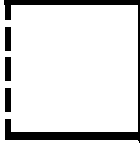
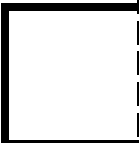
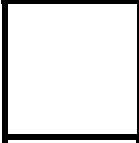

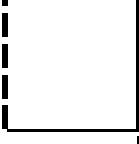
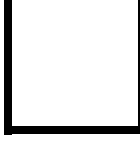
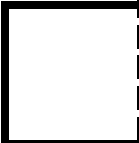
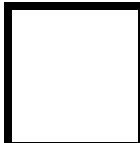
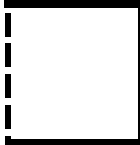
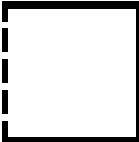

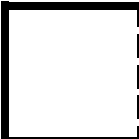
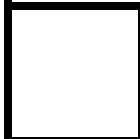
### STATIONING


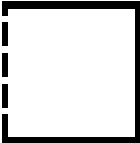
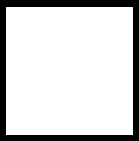
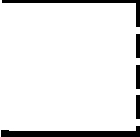
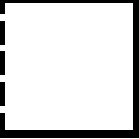
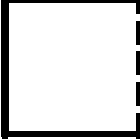

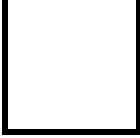
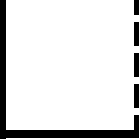
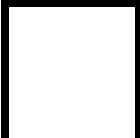
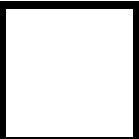
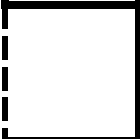
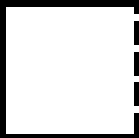
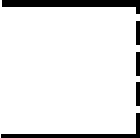
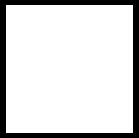
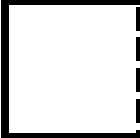
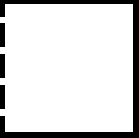
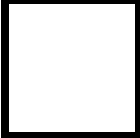
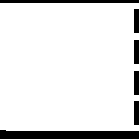
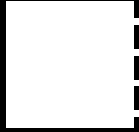

Northerly Bridge Jt. Donald Davy Bridge	10+00	Begin Project
	11+76	Eddy Rd.
	13+62	Sign Maine D.O.T. Maint.Lot
	40+28	Pole 35
	47+84	Boothbay Rd.
	56+73	Cross Rd.
	68+70	Southerly Atlantic Highway
	94+88	Northerly Atlantic Highway
	109+40	Dodge Rd.
	110+40	T/L Newcastle-Edgecomb
	135+05	Sign Rest Area 1500' Rt.
	167+08	Southerly Sign Rest Area Sherman Lake
	203+14	Lynch Rd.
	259+50	Sheepscot Rd.

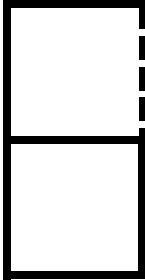
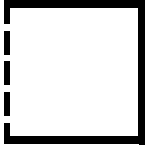
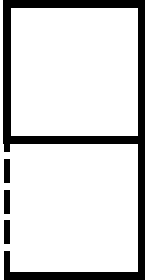
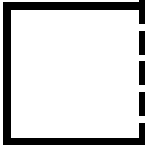
**STATIONING ( Cont )**

	314+50	Hopkins Hill Rd.
Pole 228	338+70	
	425+80	Pole 199
Belverde Rd.	447+00	Belverde Rd.
	520+45	T/L Nobleboro-Damiscotta
Back Meadow Rd.	554+67	Back Meadow Rd.
	575+14	Sidelinger Rd.
	598+83	Fern Cove Rd.
	607+40	Raspberry Lane
	624+42	Lazy Acres Lane
Center St.	636+00	
	648+40	End Project
	650+00	Winslow Hill Rd.



GAP			
	259+22		373+80
	252+29		356+30
	235+72		346+40
	227+74		330+80
	224+40		324+00
	215+34		299+90
GAP		GAP	
	206+00		299+30
	203.65		298+23
GAP			294+08
	STA 203+26		265+80
	STA 201+18		262+42
	STA 196+79		259+98
	STA 187+49		

	468+68		575+04
	467+34		572+90
	466+00		566+80
	465+50		560+48
	449+32		554+96
	447+17		GAP
	GAP		554+38
	446+63		550+50
	444+68		543+75
	436+87		511+90
	417+81		506+58
	416+70		505+00
		NARROW LANES	
	377+56		502+90
	373+80	DIVIDED HWY	468+68

	648+40
	641+90
	636+59
	GAP
	635+40
	629+52
	617+77
	610+97
	605+32
	577+50
	575+40
	GAP
	575+04

## **CONSTRUCTION NOTES**

### **Item 462.03 Microsurfacing –Rut , Scratch, and Surface**

Travel way Station 10+00 to 640+40    13 feet left to 13 feet right.

All truck and auxiliary lanes.

### **Item 627.76 Temporary Pavement Marking Line, White or Yellow**

RPM's can be used on a daily basis for temporary pavement marking line but the microsurfacing operation shall be reasonably matched up on a bi-weekly basis and be temporary striped with reflectorized paint.



**GENERAL NOTES**

1. Any damage to the slopes caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Resident. All work, equipment and materials required to make repairs shall be at the Contractor's expense.
2. Any necessary cleaning of existing pavement prior to microsurfacing shall be incidental to Item 462.03 and be performed to the satisfaction of the Resident.
3. Stations referenced are approximate.
4. Cleaning of and around all Manholes, Watergates, Catch Basins, etc. during microsurfacing will be considered incidental to Item 462.03 and be performed to the satisfaction of the Resident.
5. All work shall be done in accordance with the Maine Department of Transportation's Best Management Practices for Erosion Control & Sediment Control, January, 2000.
6. Microsurfacing shall be done in such a manner as to have both lanes nearly matched every two (2) weeks and be temporary striped with reflectorized paint, RPM's may be used on a daily basis.
7. MDOT will final stripe the project. The Contractor is responsible for transferring the existing striping pattern to the surface course.

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

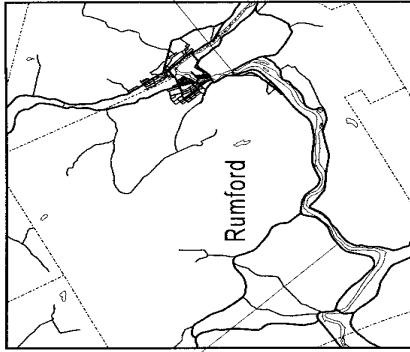


RUMFORD  
OXFORD COUNTY  
ROUTE 2

NH-1144(200)E  
PROJECT LENGTH : 6.48 mi  
MICROSURFACING

NH-1144(200)E

BEGIN PROJ STA 460+62  
END PROJECT STA 808+94



A PAVEMENT PREVENTATIVE  
MAINTENANCE TREATMENT

TRAFFIC DATA	
US 2 (PROSPECT) S/O US2	
Current (2004) AADT	12390
Future (2024) AADT	14870
DHV - % of AADT	9
Design Hour Volume	1338
% Heavy Trucks (AADT)	11
% Heavy Trucks (DHV)	8
Directional Distribution (DHV)	55
80 kN Equivalent P 2.0	1944
80 kN Equivalent P 2.5	1907
Design Speed (MPH)	35

TRAFFIC DATA	
US 2 E/O IR 1080	
Current (2004) AADT	5190
Future (2024) AADT	6230
DHV - % of AADT	12
Design Hour Volume	748
% Heavy Trucks (AADT)	14
% Heavy Trucks (DHV)	11
Directional Distribution (DHV)	55
80 kN Equivalent P 2.0	988
80 kN Equivalent P 2.5	941
Design Speed MPH	45

END PROJ  
STA 808+94

Rumford

ANDOVER RD  
STA 545+20

SOUTH  
RUMFORD RD  
STA 811+60

BEG PROJ  
STA 460+62

RUMFORD  
ROUTE 2  
TITLE SHEET

SHEET NUMBER  
1  
OF 1

NH-1144(200)E  
PIN 11442.00

PROJECT INFORMATION	PROGRAM Rumford Rumford Rumford
PROJECT MANAGER	DESIGNER CONSULTANT
PROJECT RESIDENT	CONTRACTOR
COMPLETION DATE	
DATE	
P.E. NUMBER	
SIGNATURE	
STATE OF MAINE REGISTERED PROFESSIONAL ENGINEER JAMES 19580	
APPROVED	COMMISSIONER
DATE	
DEPARTMENT OF TRANSPORTATION	
STATE OF MAINE	

Rumford  
11442.00  
U.S. Route 2

### STATIONING

Begin Project	460+62	Route Log Mile 27.21
Pole J39	462+52	
Pole J35	472+50	
Pole 641	482+49	
Pole J24	497+49	
Pole J23	499+95	
Andover Rd.	545+20	
Glassface Rd.	581+92	
	610+11	Sign The Madison Resort Inn
	645+70	Sign Rowe Ford
	674+24	Sign River Valley Mineral Museum
Royal Ave.	712+54	
	719+15	Sign Public Boat Access
	729+60	Entrance Rumford Municipal Garage
	737+00	Prospect Ave.
End Project	808+94	Route Log Mile 33.81
	811+60	So Rumford Rd.

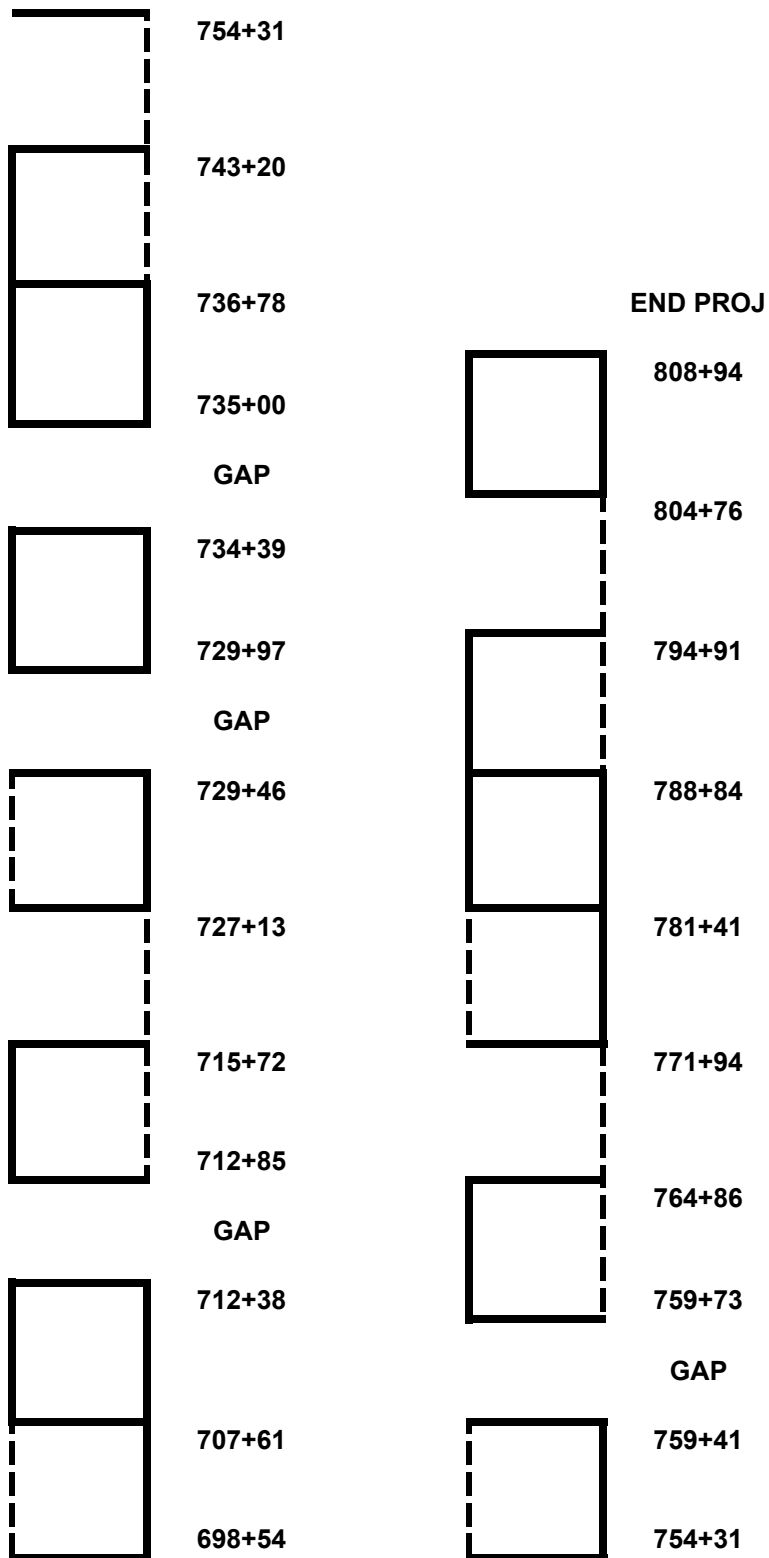
STRIPING

RUMFORD  
PIN 11442.00  
US ROUTE 2

	524+46		698+54
	517+97		690+70
	515+97		682+09
	509+47		672+83
	504+93		663+83
	499+16		655+28
	495+99		640+00
	490+69		630+41
	487+74		623+48
	481+07		614+32
	473+40		611+49
	462+26		601+93
	460+62		524+46
	BEG PROJ		

# STRIPING

RUMFORD  
PIN 11442.00  
US ROUTE 2



Rumford  
11442.00  
U.S. Route 2

## **CONSTRUCTION NOTES**

### **Item 462.03 Microsurface Rut,Scratch and Surface**

Mainline Station 460+62 to 811+60 13 Feet Left to 13 Feet Right

All Auxilary Lanes

**GENERAL NOTES**

1. Any damage to the slopes caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Resident. All work, equipment and materials required to make repairs shall be at the Contractor's expense.
2. Any necessary cleaning of existing pavement prior to microsurfacing shall be incidental to Item 462.03 and be performed to the satisfaction of the Resident.
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5. All work shall be done in accordance with the Maine Department of Transportation's Best Management Practices for Erosion Control & Sediment Control, January, 2000.
6. MDOT will final stripe the project. The Contractor is responsible for transferring the existing striping pattern to the surface course.

General Decision Number ME030009 06/13/2003 ME9

Superseded General Decision No. ME020009

State: Maine

Construction Type:  
HIGHWAY

County(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigatable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

ENGI0004V 04/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Pavers	16.51	6.00
Rollers	16.51	6.00

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SUME4024A 10/24/2000

	Rates	Fringes
CARPENTERS	11.60	1.51
IRONWORKERS		
Structural	12.03	1.58
LABORERS		
Drillers	10.00	2.50
Flaggers	6.00	
Guardrail Installers	7.92	
Landscape	7.87	.16
Line Stripper	8.69	.23
Pipelayers	9.21	2.31
Rakers	9.00	1.51
Sign Erectors	10.00	
Unskilled	8.66	1.38
Wheelman	8.50	.43
POWER EQUIPMENT OPERATORS		
Backhoes	11.87	2.05
Bulldozers	12.33	2.88
Cranes	14.06	1.75
Excavators	12.38	2.48
Graders	13.06	3.73



Loaders	11.41	2.87
Mechanics	13.18	2.57

## TRUCK DRIVERS

Dump	9.35	3.10
Tri axle	8.70	1.18
Two axle	8.56	2.19

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

□

Project No. STP-1131(000)X

SPECIAL PROVISION  
CONSTRUCTION AREA

A Construction Area located in the **Towns of Limerick and Cornish** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

The section of highway under construction in York County, project STP-1131(000)X is located on Route 5, beginning 0.30 of a mile southerly of the Cornish town line and extending northerly 6.49 miles.

The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

The Municipal Officers for the **Towns of Limerick and Cornish** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statutes Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

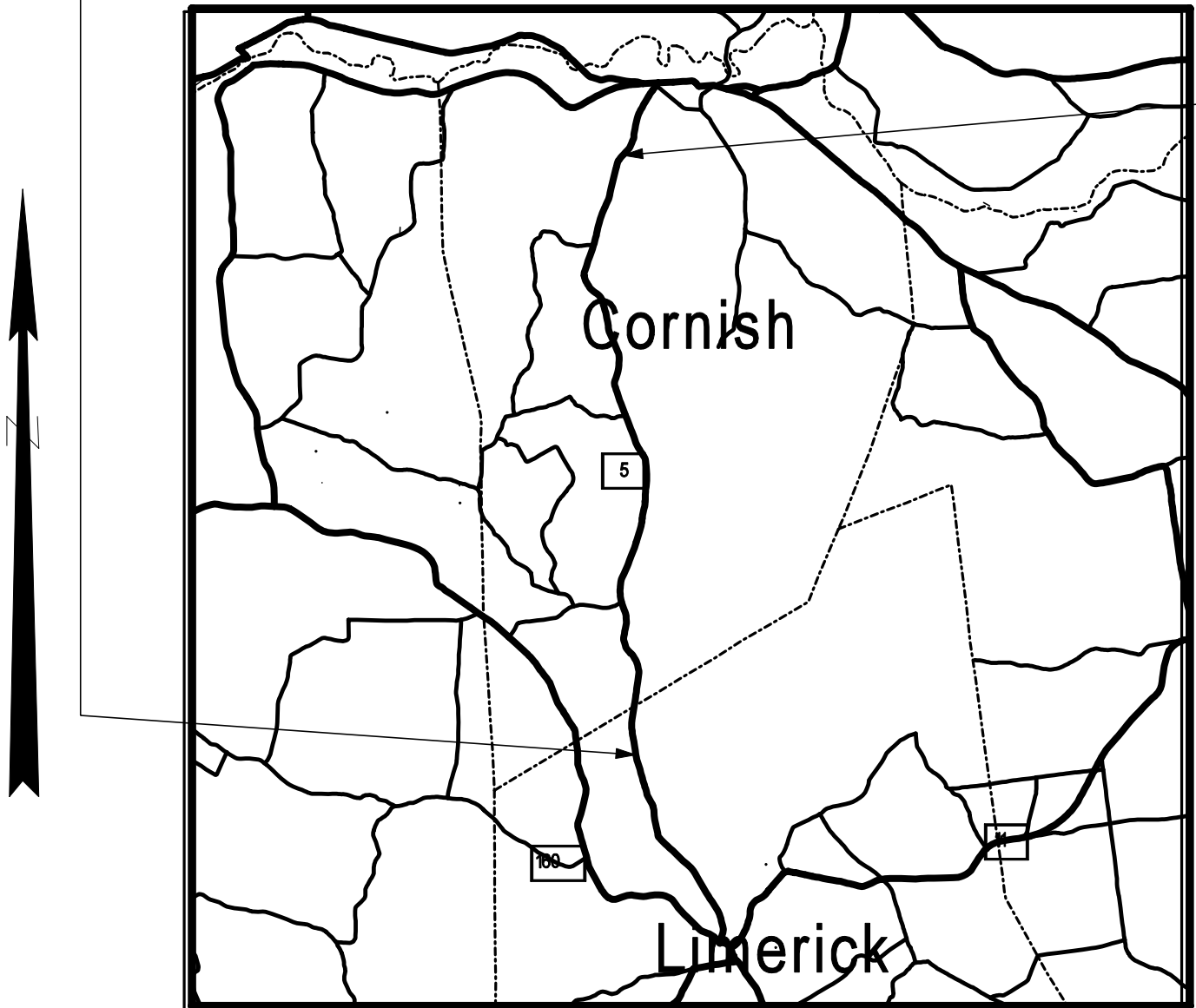
In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand (\$9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

# STP-A131(000)X

*BEG PROJ STA 6+86*

*END PROJ STA 349+54*



*LOCATION MAP*



*Scale in Kilometers*

Project No. STP-1135(800)X

SPECIAL PROVISION  
CONSTRUCTION AREA

A Construction Area located in the **Towns of Winthrop and Manchester** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

The section of highway under construction in Kennebec County, project STP-1135(800)X is located on Route 202, beginning at Annabessacook Road and extending northerly 5.96 miles.

The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

The Municipal Officers for the **Towns of Winthrop and Manchester** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statutes Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

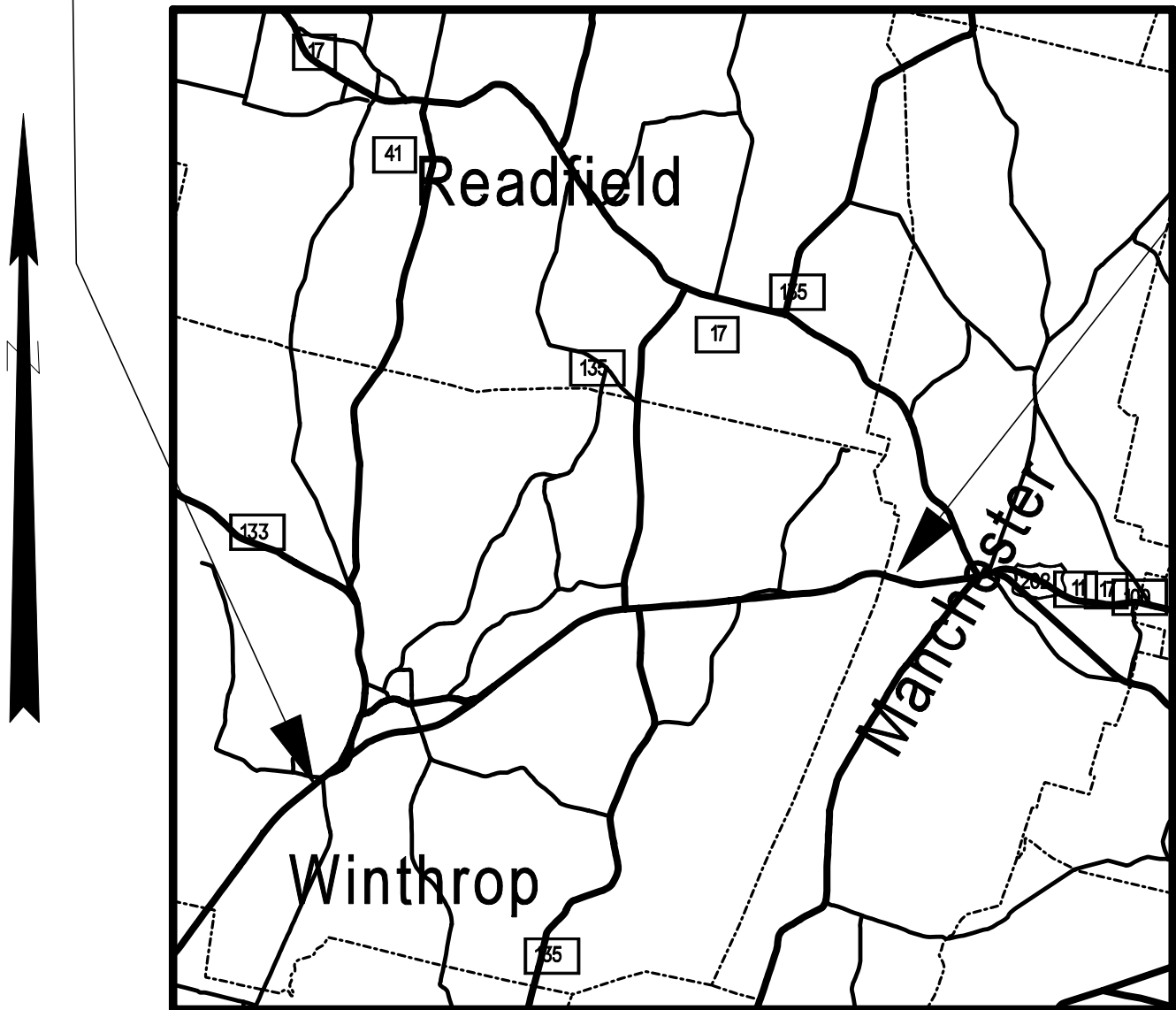
In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand (\$9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

# STP-1135(800)X

*BEG PROJ STA 10+00*

*END PROJ STA 324+59*



LOCATION MAP



*Scale in Miles*

SPECIAL PROVISION  
CONSTRUCTION AREA

A Construction Area located in the **Towns of Smyrna, New Limerick, Ludlow and Houlton** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

The section of highway under construction in Aroostook County, project IM-95-1139(100)E is located on I-95 Northbound Lane, beginning 0.51 of a mile southerly of the Smyrna/Ludlow town line and extending northerly 10.65 miles.

The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

The Municipal Officers for the **Towns of Smyrna, New Limerick, Ludlow and Houlton** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statutes Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

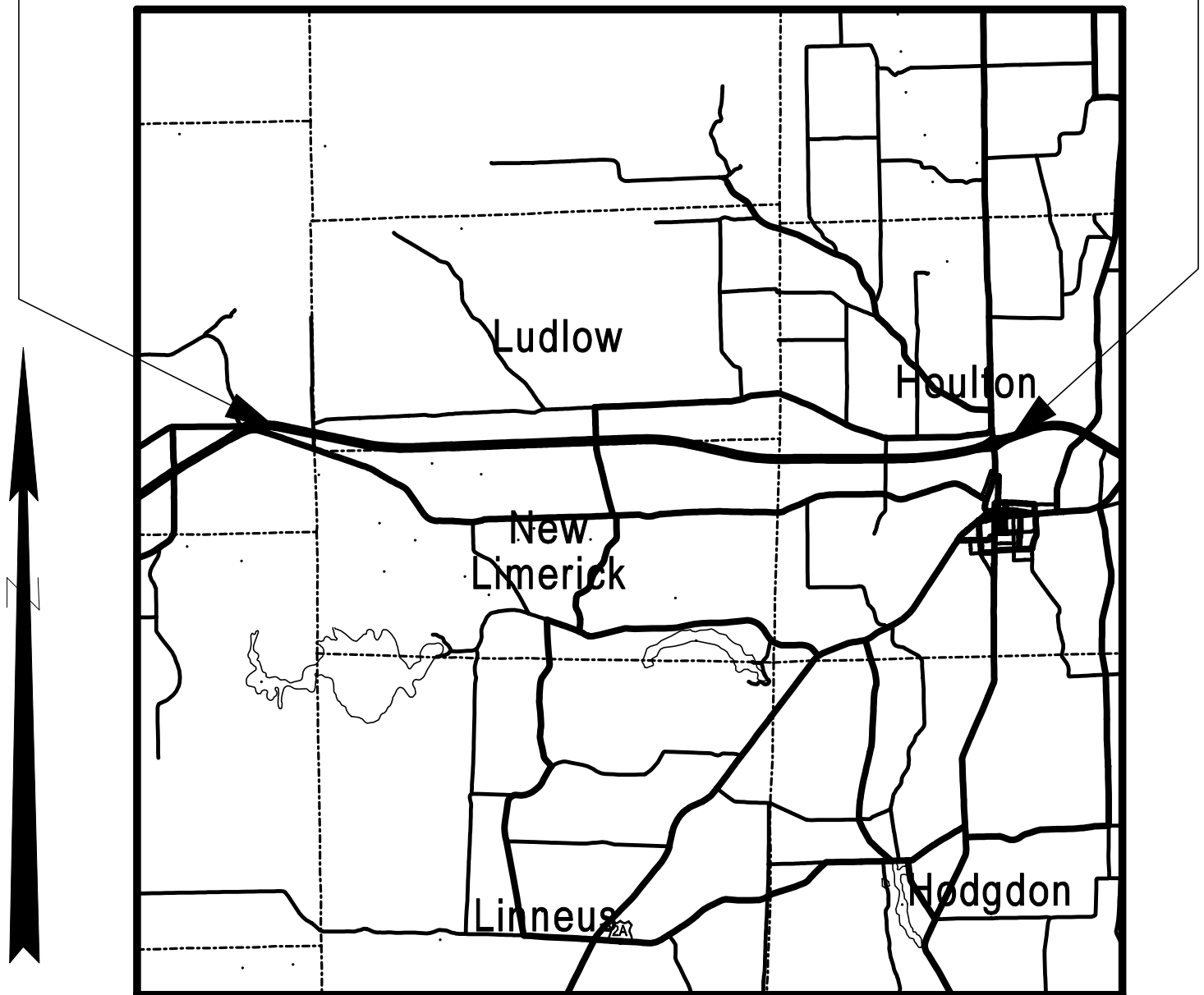
In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand (\$9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

# IM-95-1139(100)E

*BEG PROJ MILE 291.36*

*END PROJ MILE 302.01*



*LOCATION MAP*



*Scale in Kilometers*



SPECIAL PROVISION  
CONSTRUCTION AREA

A Construction Area located in the **Towns of Edgecomb, Newcastle, Damariscotta and Nobleboro** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

The section of highway under construction in Lincoln County, project NH-1141(800)E is located on US Route 1, beginning 0.79 of a mile northerly of Flood Avenue and extending northerly 12.09 miles.

The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

The Municipal Officers for the **Towns of Edgecomb, Newcastle, Damariscotta and Nobleboro** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statutes Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

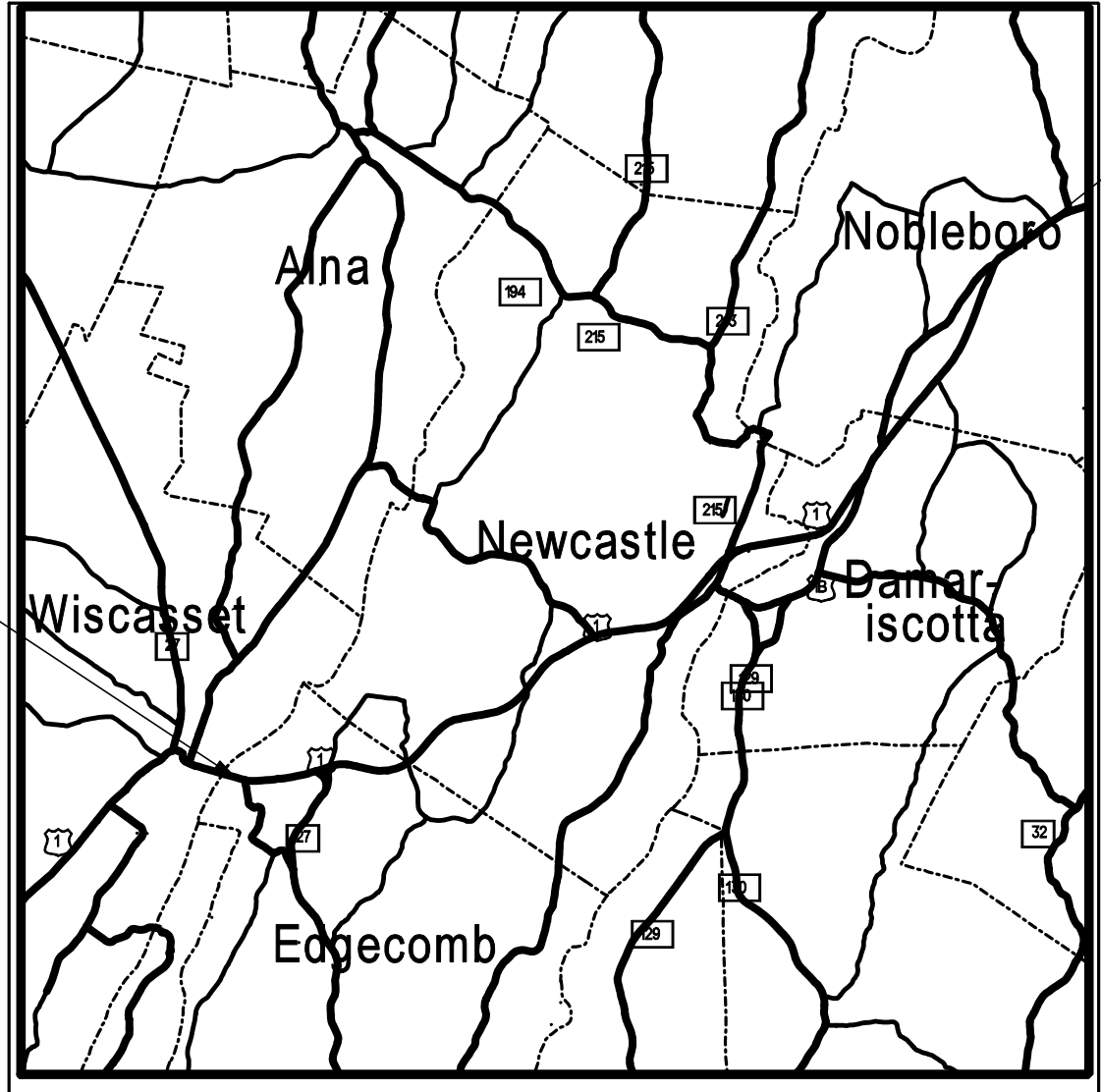
In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand (\$9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

# NH-1141(800)E

*BEG PROJ STA 10+00*

*END PROJ STA 648+40*



## LOCATION MAP



*Scale in Kilometers*

SPECIAL PROVISION  
CONSTRUCTION AREA

A Construction Area located in the **Town of Rumford** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

The section of highway under construction in Oxford County, project NH-1144(200)E is located on Route 2, beginning 3.23 miles easterly of Route 232 and extending easterly 6.596 to 0.05 of a mile easterly of the South Rumford Road.

The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

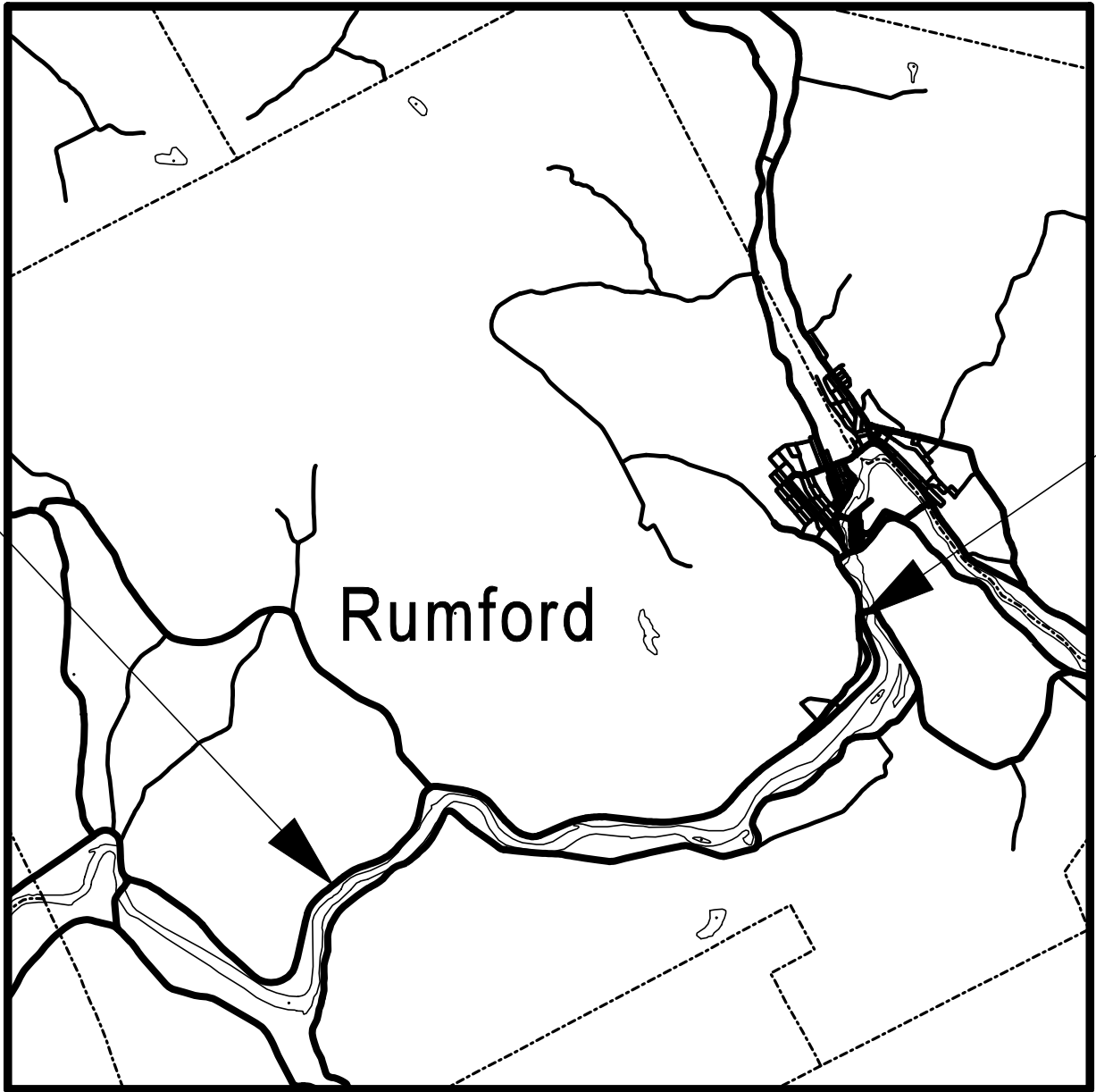
The Municipal Officers for the **Town of Rumford** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statutes Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand (\$9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

# NH-1144(200)E

*BEGIN PROJ STA 460+62*  
*END PROJECT STA 808+94*



*LOCATION MAP*



*Scale in Kilometers*

SPECIAL PROVISION  
CONSTRUCTION AREA

Title 29A, M.R.S.A., Subsection 2383. Overlimit movement permits

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move non-divisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation.
2. Permit Fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for these permits, at not less than \$3, nor more than \$15, based on weight, height, length and width.
3. County and municipal permits. A permit may be granted, for a reasonable fee, by county commissioners or municipal officers for travel over a way or bridge maintained by that county or municipality.
4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
6. Scope of permit. A permit is limited to the particular vehicle or object to be moved and particular ways and bridges.
7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The Permit:
  - A. Must be procured from the municipal officers for a construction area within that municipality;
  - B. May require the Contractor to be responsible for damage to ways used in the construction areas and may provide for:
    - (1) Withholding by the agency of the work of final payment under contract; or
    - (2) The furnishing of a bond by the Contractor to guarantee suitable repair or payment of damages.
  - C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
  - D. For construction areas, carries no fee and does not come within the scope of this section.
8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

- A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
  - B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
  - C. The county commissioners, for county roads and bridges located in unorganized territory.
9. Pilot vehicles and state police escorts. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

Warning lights may only be operated and lettering on the signs may only be visible on a pilot vehicle while it is escorting on a public way a vehicle with a permit.

The Secretary of State shall require a State Police escort for a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width. The Secretary of State, with the advice of the Commissioner of Transportation, may require vehicles of lesser dimensions to be escorted by the State Police.

The Bureau of State Police shall establish a fee for State Police escorts.

All fees collected must be used to defray the cost of services provided.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation for the operation of pilot vehicles.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes.

1993, c. 683, § S-2, eff. January 1, 1995.

### Historical and Statutory Notes

#### Derivation:

R.S. 1954, c. 22 § 98  
Laws 1955, c. 389  
Laws 1967, c. 3.  
Laws 1971, c. 593, § 22.  
Laws 1973, c. 213.  
Laws 1975, c. 130, §  
Laws 1975, c. 319, § 2

Laws 1977, c. 73, § 5.  
Laws 1981, c. 413.  
Laws 1985, c. 225, § 1  
Laws 1987, c. 52.  
Laws 1987, 781, § 3.  
Laws 1989, c. 866, § B-13.  
Laws 1991, c. 388, § 8.  
Laws 1993, c. 683, § A-1.  
Former 29 M.R.S.A. § 2382.

#### Cross Reference

Collection by Secretary of State, See 29-A  
M.R.S.A. § 154.

**SPECIAL PROVISION**  
(Consolidated Special Provisions)

**SPECIAL PROVISION SECTION 101**  
**CONTRACT INTERPRETATION**

**101.2 Definitions - Closeout Documentation**

Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

**SPECIAL PROVISION SECTION 102**  
**DELIVERY OF BIDS**  
(Location and Time)

**102.7.1 Location and Time** Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

**SPECIAL PROVISION SECTION 103**  
**AWARD AND CONTRACTING**

**103.3.1 Notice and Information Gathering**

Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

**SPECIAL PROVISION SECTION 105**  
**GENERAL SCOPE OF WORK**

**105.6.2 Contractor Provided Services**

Change the first paragraph by the addition of the following as the second sentence: “The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work.”

## SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: “This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content.”

Add the following to the beginning of paragraph 3 of A: “For pay factors based on Quality Level Analysis, and”

## SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: “If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President’s Day, Patriot’s Day, the Friday after Thanksgiving, and Columbus Day without the Department’s approval.”

## SPECIAL PROVISION SECTION 108 PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words “...Delivered on or near the Work site at acceptable storage places.”

## SPECIAL PROVISION SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: “There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s).”

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: “Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department”

109.4.4 Investigation / Adjustment In the third sentence, delete the words “subsections (A) - (E)”



109.7.2 Basis of Payment Replace with the following: “Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3-Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.”

109.7.3 Compensable Items Replace with the following: “The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor’s Actual Costs.
5. Costs for extended job-site overhead.
6. Time.
7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F).”

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased...”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

‘F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead.”

### SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change “...certified as a Plant Technician or Paving Inspector...” to “...certified as a Quality Assurance Technologist...”

401.201 Method A Under a. Lot Size, add the following; ‘Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD.’”

### SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: “Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box.”

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

### SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may .....”

**SPECIAL PROVISION SECTION 504**  
**REINFORCING STEEL**

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: "...ASTM A 898/A 898 M..." to "...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and..."

**SPECIAL PROVISION SECTION 535**  
**PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE**

535.02 Materials Change "Steel Strand for Concrete Reinforcement" to "Steel Strand." Add the following to the beginning of the third paragraph; "Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate...."

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension..." with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force."

**SPECIAL PROVISION SECTION 604**  
**MANHOLES, INLETS, AND CATCH BASINS**

604.02 Materials Add the following:

"Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09"

**SPECIAL PROVISION SECTION 615**  
**LOAM**

615.02 Materials Make the following change:

Organic Content

Percent by Volume

Humus

"5% - 10%", as determined by Ignition Test

## SPECIAL PROVISION SECTION 618 SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed .....” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

## SPECIAL PROVISION SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

## SPECIAL PROVISION SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

**SPECIAL PROVISION SECTION 637**  
**DUST CONTROL**

**637.06 Basis of Payment** Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

**SPECIAL PROVISION SECTION 652**  
**MAINTENANCE OF TRAFFIC**

**652.8.2 Other Items** Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

**SPECIAL PROVISION SECTION 656**  
**TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**

**656.5.1 If Pay Item 656.75 Provided** Replace the second paragraph with the following: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor’s own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

**SPECIAL PROVISION SECTION 703**  
**AGGREGATES**

**703.22 Underdrain Backfill Material** Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

**SPECIAL PROVISION SECTION 709**  
**REINFORCING STEEL AND WELDED STEEL WIRE FABRIC**

709.03 Steel Strand Change the second paragraph from "...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)..." to "...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)..."

**SPECIAL PROVISION SECTION 712**  
**MISCELLANEOUS HIGHWAY MATERIALS**

Add the following:

"712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps- ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible

signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and

circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.



712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [¾ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

### SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

Town: **Winthrop-Manchester, Houlton,  
Wiscasset-Nobleboro, Limerick, Rumford**  
Projects: **STP-1135(800)X, PIN 11358.00  
IM-95-1139(100)E, PIN 11391.00  
NH-1141(800)E, PIN 11418.00  
STP-A131(000)X, PIN 11310.00  
NH-1144(200)E, PIN 11442.00**  
Date: **January 12, 2004**

**SPECIAL PROVISIONS  
SECTION 104  
Utilities**

**MEETING**

A Pre-construction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required.

**GENERAL INFORMATION**

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction

**Overview:**

<b>Utility/Railroad</b>	<b>Aerial</b>	<b>Underground</b>	<b>Railroad</b>
Central Maine Power Company	X		
Adelphia Communications Corp.	X		
Verizon	X	X	
Tidewater Telecom	X		
Community Service Telephone	X		
Great Salt Bay Sanitary		X	
Augusta Sanitary District		X	
Winthrop Utility District		X	
Rumford Water District		X	
Town of Rumford		X	
State of Maine Department of Transportation		X	
Maine Central Railroad Company			X
Montreal, Maine and Atlantic Railway			X

Temporary utility adjustments are **not** anticipated. If temporary relocation becomes necessary, sufficient time will need to be allowed prior to the construction for all required temporary relocation.

All utility crossings over highways will provide not less than 18 feet vertical clearance over existing ground in cut or over finished grade in fill, during construction of this project.

Town: **Winthrop-Manchester, Houlton,  
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NH-1141(800)E, PIN 11418.00  
STP-A131(000)X, PIN 11310.00  
NH-1144(200)E, PIN 11442.00**  
Date: **January 12, 2004**

### **AERIAL**

No Aerial Utility adjustments are anticipated as part of this project. All above ground utility locations (hydrants, poles, guys, etc.) will be reviewed for compliance with the Department's Above Ground Pole Policy following the completion of the paving operation. Any above ground utility locations not meeting the Department's Above Ground Pole Policy will require relocation to the proper offset.

### **SUBSURFACE**

**Winthrop Utilities District, Augusta Sanitary District, Great Salt Bay Sanitary, Rumford Water District,** and the **Town of Rumford** have buried manholes and or valve boxes on their respective projects. The contractor shall provide at least a five (5) working day notice before commencing any work in respective utility districts area, contact names and numbers are give below.

### **Maine Department of Transportation**

The Maine Department of Transportation have count sites west of Welch's Point Rd. on Rt. 202 in Winthrop and one on Rt. 1 in Newcastle west of the Damariscotta town line. The contractor shall provide at least a five (5) working day notice before commencing any work in these areas. The contact for Maine Department of Transportation traffic is Debbie Morgan 626-3606.

### **RAILROAD**

Maine Central Railroad Company has an overpass on Rt. 202 in Winthrop, PIN 11358.00. The contractor shall give the railroad one weeks notice before commencing any work around the overpass. The contact for the Maine Central Railroad Company is George Thayer at 1-978-663-6973.

### **UTILITY SIGNING**

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted, and traffic flaggers employed as determined by field conditions. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

### **SAFE PRACTICES AROUND UTILITY FACILITIES**

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line; the Contractor shall notify the aerial utilities as per Section 757 of the above act.

Town: **Winthrop-Manchester, Houlton,  
Wiscasset-Nobleboro, Limerick, Rumford**  
Projects: **STP-1135(800)X, PIN 11358.00  
IM-95-1139(100)E, PIN 11391.00  
NH-1141(800)E, PIN 11418.00  
STP-A131(000)X, PIN 11310.00  
NH-1144(200)E, PIN 11442.00**  
Date: **January 12, 2004**

**DIG SAFE**

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine "Dig Safe" System.

**MAINTAINING UTILITY LOCATION MARKINGS**

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

**THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.**

The following utilities are known to be located on this project:

<b>Central Maine Power Company</b>	Dennis Chadbourne	828-2860
<b>Adelphia Communications Corp.</b>	Steve Bossie 1-877-500-1055 (ext.2421)	
	Steve Gendell (Limerick)	892-7573
<b>Verizon</b>	Joe Raynes	797-1867
	Tim Layton (Limerick)	797-1765
	Tray McDonald	797-1866
	Stan Smith (Location)	797-1775
<b>Tidewater Telecom</b>	Louis Rector	563-9932
<b>Community Service Telephone</b>	Jim Parisi	377-9245
<b>Rumford Water District</b>	Brian Gagnon	364-2891
<b>Great Salt Bay Sanitary</b>	Mary Bowers	563-3010
<b>Augusta Sanitary District</b>	Harold Wood	622-6148
<b>Winthrop Utility District</b>	Dan Wells	377-2712
<b>Town of Rumford</b>	Andy Russell	364-4481
<b>Maine Central Railroad Company</b>	George Thayer	1-978-663-6973
<b>Montreal, Maine and Atlantic Railway</b>	Tom Tardiff	848-4246
<b>State of Maine, Department of Trans.</b>	Ron Cote	624-3602
	Debbie Morgan (Traffic)	624-3606

SPECIAL PROVISION  
SECTION 107  
SCHEDULING OF WORK

Replace Section 107.4.2 with the following:

"107.4.2 Schedule of Work Required Within 21 Days of Contract Execution and before beginning any on-site activities, the Contractor shall provide the Department with its Schedule of Work. The Contractor shall plan the Work, including the activity of Subcontractors, vendors, and suppliers, such that all Work will be performed in Substantial Conformity with its Schedule of Work. The Schedule must include sufficient time for the Department to perform its functions as indicated in this Contract, including QA inspection and testing, approval of the Contractor's TCP, SEWPCP and QCP, and review of Working Drawings.

At a minimum, the Schedule of Work shall include a bar chart which shows the major Work activities, milestones, durations, and a timeline. Milestones to be included in the schedule include: (A) start of Work, (B) beginning and ending of planned Work suspensions, (C) Completion of Physical Work, and (D) Completion. If the Contractor Plans to Complete the Work before the specified Completion date, the Schedule shall so indicate.

Any restrictions that affect the Schedule of Work such as paving restrictions or In-Stream Work windows must be charted with the related activities to demonstrate that the Schedule of Work complies with the Contract.

The Department will review the Schedule of Work and provide comments to the Contractor within 20 days of receipt of the schedule. The Contractor will make the requested changes to the schedule and issue the finalized version to the Department."

**Special Provision**  
**Section 107**  
**Prosecution and Progress**  
**(Contract Time)**

**The contractor will be allowed to commence work on or after May 10, 2004, only after all required plans/submittals have been received and approved by the MDOT.**

**The completion date for PIN 11418 is June 25, 2004.**

**The completion date for PIN 11391 is August 13, 2004.**

**The completion date for PIN 11442 is September 3, 2004.**

**The completion date for this contract is October 1, 2004.**

**Work will only be allowed on one (1) PIN at a time unless otherwise approved by the Resident.**

**Once work has started on a PIN it shall be continuous until completion of that PIN unless otherwise approved by the Resident. For every weekday not worked once operations commence on a PIN, the contractor will be charged liquidated damages in the amount of \$500 (excluding inclement weather days). Work operations may be suspended between PIN's but must be so stated in the schedule of work.**

**A one (1) week notice will be required for any major changes to the schedule of work.**

**The contractor will not be allowed to have any lane closures on the following days: July 2,3,4,5**

## SPECIAL PROVISION SECTION 462 MICROSURFACING

Description This item consists of the supply, production, and placement of polymer modified microsurfacing.

Materials All materials shall be supplied by the Contractor.

Polymer Modified Emulsified Asphalt (Binder) The binder shall be quick set polymer modified cationic type CSS-1H emulsion or approved equivalent. Emulsified asphalt and polymer modified asphalt shall be homogeneous after mixing and show no signs of separation within 14 days of delivery. The addition of polymers or other additives after the manufacture of the emulsified asphalt shall not be permitted. The binder shall conform to the requirements indicated in Table 1. Each load of Emulsion shall be accompanied by an original loading invoice, and be certified by the supplier to meet the requirements of this specification, a copy of which will be presented to the Resident as the material is utilized.

Table 1 Binder Requirements

Test	Property	Requirements
ASTM D244	Residue by Distillation % by Mass (Test Temperature should be less than 138°C [280°F])	62% min.
Tests on Residue		
ASTM D36	Softening Point	57°C [135°F] min
ASTM D5	Penetration at (25°C [75°F], 100 g [3.5 oz], 5s) 0.1 mm [0.004 in]	40 - 90
ASTM D2170	Kinematic Viscosity at 135°C [275°F]	650 mm <sup>2</sup> [1 in <sup>2</sup> ]/s min.

Aggregates The aggregates shall consist of 100% crushed bedrock material and shall conform to the gradation requirements as indicated in Table 2.

Table 2

ASTM Sieve Size	Percent Passing	Tolerance Limits
9.5 mm [ <sup>3</sup> / <sub>8</sub> in]	100	± 5 %
4.75 mm [No 4]	70 - 90	± 5 %
2.36 mm [No 8]	45 - 70	± 5 %
1.18 mm [No 16]	28 - 50	± 5 %
600 µm [No 30]	19 - 34	± 5 %
300 µm [No 50]	12 - 25	± 4 %
150 µm [No 100]	7 - 18	± 3 %
75 µm [No 200]	5 - 15	± 2 %

Once the gradation for the mix design has been submitted, the stockpile must be maintained within the tolerance shown on Table 2 and still remain within the gradation band. The aggregates shall have a Micro Deval value of 16.0 or less as determined by AASHTO TP 58-99.

Mineral Filler Mineral filler shall be non-air entrained portland cement, hydrated lime, or approved equivalent and shall be free of lumps.

Water The Contractor shall use potable water, free of harmful salts and contaminants.

Polymer Modifier The Contractor shall supply polymer modifier consisting of a minimum of 3% polymer solids by mass of the asphalt residue. The polymer solids, along with special quick setting emulsifier agents, shall be incorporated into the emulsified asphalt at the colloid mill.

Additives Additives, when required, shall be supplied by the Contractor. Additives may be added to the emulsion mix during construction to provide control of the quick-set properties and increase of adhesion, only if they have been included as part of the mix design. Additives must be compatible with the other components of the microsurfacing.

Mix Design The Contractor shall be responsible to designate the mix proportions and prepare the job mix formula. All component materials used in the mix design shall be representative of the material proposed for use by the Contractor. The final mix design shall conform to the requirements listed in Table 3.

Table 3 Microsurfacing Mix Properties

Test	Property	Requirements
ISSA TB-139	Wet Cohesion	
	At 30 minutes min. (set)	12 kg-cm [10 ft lb] min
	At 60 minutes min. (traffic)	20 kg-cm [17 ft lb] min.
ISSA TB-109	Excess Asphalt by LWT Sand Adhesion	538 g/m <sup>2</sup> [0.11 lb/ft <sup>2</sup> ] max.
ISSA TB-1 14	Wet Stripping	Pass (90% min.)
ISSA TB-100	Wet Track Abrasion Loss	
	One Hour Soak	538 g/m <sup>2</sup> [0.11 lb/ft <sup>2</sup> ]
	Six Day Soak	807 g/m <sup>2</sup> [0.165 lb/ft <sup>2</sup> ]
ISSA TB-147A	Lateral Displacement	5% max.
	Specific Gravity after 1000 cycles of 57 kg [125 lb]	2.10 max.
ISSA TB-144	Classification Compatibility (AAA, BAA)	11 grade points min.
ISSA TB-1 13	Mix Time at 25°C [75°F]	Controllable to 120 s min

ISSA is the International Slurry Surfacing Association

Submittals The Contractor shall submit the final mix design and the results of the Micro Deval test and the tests listed in Table 3, at least 7 days in advance of placing any material. The Contractor shall submit to the Resident, at the beginning of each working day, a written summary of the total quantity and distribution rate of microsurfacing placed the previous day which shall include a list of the quantities used for aggregate, emulsion, mineral filler, and additive(s).



## CONSTRUCTION

General The Contractor shall perform the work as directed in the Contract Documents or as directed by the Resident. Microsurfacing shall consist of rut, scratch coat, and surface application. The Contractor shall calibrate the proportioning devices, to the satisfaction of the Resident, prior to beginning any placement of microsurfacing. The Resident shall be notified at least 24 hours prior to the calibration. A copy of the results of the calibration shall be submitted to the Resident prior to the commencement of any microsurfacing operation. Over the duration of the project, the proportioning devices shall be recalibrated, to the satisfaction of the Resident, should any of the following occur: after every 2000 Mg [2200 ton] of placement, a change in the source of aggregate, a mechanical failure to the application system or proportioning devices.

Equipment Equipment required shall be designed and operated to produce an end product complying with the requirements of this specification. The Contractor shall maintain all equipment in satisfactory working condition. Rotary power brooms shall be capable of cleaning gravel, sand, dirt, and other debris from bituminous surfaces. Mixing equipment shall be specifically designed and manufactured to lay microsurfacing.

The material shall be mixed by an automatic, sequenced, self-propelled microsurfacing mixing machine. The equipment shall be a continuous flow mixing unit, capable of accurately proportioning and delivering the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade double shaft mixer and discharging the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity to maintain an adequate supply of materials to the proportioning controls. Individual volume or weight controls for proportioning each material to be added to the mix shall be provided and properly marked. These proportioning devices are usually revolution counters or similar devices and are used in material calibration and determining the material output at any time.

A 3 m [10 ft] metal or wood straight edge that may be used for checking surface deviations shall be provided. The mixture shall be spread uniformly by means of a conventional augered surface spreader box attached to the mixing machine. The spreading machine shall be equipped with paddles to agitate and spread the material evenly throughout the box. A front seal shall be provided to ensure no loss of the mixture at the pavement contact point. The rear seal shall act as final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to maneuver the box to compensate for variations in the pavement geometry. The rut filling spreader box shall be specifically designed for rut filling applications. A stringline or other device must be provided to ensure the longitudinal edges are straight and meet the existing pavement edge unless otherwise directed by the Resident.

Stockpiling The Contractor shall construct stockpiles at sites of their own choosing. Such sites shall be arranged for and shall be the responsibility of the Contractor in all respects. Stockpiles shall be placed on a level, well drained base, in such a manner so as to prevent contamination and ensure maximum recovery of the stockpiled material. Throughout the duration of the project, there shall be sufficient aggregate in stockpile to cover three days' production. If different sources of aggregate are to be used, separate stockpiles for each source are to be maintained.

## PLACEMENT OF MICROSURFACING

General The Contractor shall successfully demonstrate the ability to produce and place microsurfacing by placement of a trial area 100 m [325 ft] in length and one lane in width, at the commencement of the microsurfacing operation and prior to full production. The microsurfacing shall not be applied if either the pavement or the air temperature is below 10°C [50°F] and falling, but may be applied when both the pavement and air temperatures are above 7°C [45°F] and rising. No microsurfacing shall be applied when there is danger that the finished product will freeze before 24 hours has elapsed from the time of placement. The mixture shall not be applied when weather conditions prolong opening to traffic.

The area to be microsurfaced shall be thoroughly cleaned of all vegetation, loose material, sand, dirt, and other debris. Dried mud or other foreign matter which cannot be removed with the rotary power broom shall be removed by an approved method.

A tack coat consisting of one part emulsified asphalt, ISSA recommended CSS, and three parts water shall be applied with a distributor at a rate of 0.45 to 0.68 L/m<sup>2</sup> [0.1 to 0.15 gal/yd<sup>2</sup>] as directed by the Resident. Payment to be incidental to the contract.

Manholes, valve gates, catch basin inlets, bridge expansion joints, and other services shall be protected from the microsurfacing.

Quality Control and Quality Assurance Testing Quality control testing shall be the responsibility of the Contractor throughout the project duration, including the production of the aggregates, the polymer modified asphalt emulsion, and the placement of the final product. The Contractor shall provide the Resident with a Quality Control Plan that outlines the type of material testing, rate of testing, and corrective action to be taken if material falls outside of allowable tolerances. The Quality Control Plan shall be submitted, for the Residents approval, a minimum of two weeks prior to the start of work. A copy of all quality control test results will be delivered to the Resident within 24 hours of testing.

Quality Assurance testing will be conducted by the Department on the emulsion and aggregate material incorporated into the work. Material found to be below minimum acceptable criteria, or outside the allowable tolerances specified in this specification, will be rejected and not incorporated into the work. The results of these tests shall be made available to the Contractor, upon request, but shall not be considered to relieve the Contractor of or replace the specified quality control testing.

Application Using a Mechanical Spreader The mixture shall be spread to fill minor cracks and shallow potholes and leave a uniform surface. Existing ruts shall be filled by separate application of microsurfacing with a rut filling spreader box prior to surface application. Filled ruts shall have no depression. Overfill of ruts shall not exceed 3 mm per 25 mm [ $\frac{1}{8}$  in per in] of rut depth measured with a 3 m [10 ft] straight edge. The application shall consist of a scratch coat and a surface coat with a combined minimum rate of application of 14 kg/m<sup>2</sup> [25 lb/yd<sup>2</sup>].

For both types of application, a sufficient amount of mixture shall be carried in all parts of the spreader box at all times, so that complete coverage is obtained. Water used to spray the spreader box to facilitate spreading shall not harm the mix. No lumping, balling, or unmixed aggregate shall be permitted in the finished surface. Any oversized aggregate or foreign materials shall be screened from the aggregate prior to delivery to the mixing machine.

Handwork In restricted areas where hand spreading is necessary, slight adjustments to the mix formula may be used to retard the setting time. The mixture shall be poured into a small windrow along one edge of the surface to be covered and spread uniformly with suitable hand tools.

Joints The longitudinal and transverse joints shall be neat in appearance and uniform. No excessive build-up, uncovered areas, non-homogeneous mixture, or unsightly appearance will be permitted on joints. The longitudinal joints in the scratch coat shall be constructed as a butt joint. The longitudinal joints in the surface course shall be placed on lane lines with less than 100 mm [4 in] overlap on adjacent passes, except where pavement width varies. Surface irregularities between the adjacent passes shall be no more than 6 mm [ $\frac{1}{4}$  in] difference in elevation, as measured with a 3 m [10 ft] straight edge. Transverse joints shall be constructed such that the surface irregularities across the joint shall be no more than 6 mm [ $\frac{1}{4}$  in] difference in elevation, as measured with a 3 m straight edge [10 ft].

Rolling The microsurfacing shall be rolled at the discretion of the Contractor.

Requirements for Finished Surface The finished microsurfacing shall have a uniform texture and be free from visible signs of surface defects. Surface defects, as determined by the Resident, will be cause for rejection of the microsurfacing. Such defects shall include but not necessarily be limited to those noted in Table 4. The warranty period for rutting shall be 60 days after the placement has been accepted by the Resident. The warranty period shall apply to both the initial placement and repairs.

Table 4 Finished Surface Defects

Tear marks in any 12 m <sup>2</sup> [15 yd <sup>2</sup> ] per lane exceeding a) four or more marks $\geq$ 12 mm [ $\frac{1}{2}$ in] wide and $\geq$ 100 mm [4 in] long, or b) any marks $\geq$ 25 mm [1 in] wide and $\geq$ 25 mm [1 in] long
Bleeding and flushing exceeding 2% in any 100 m <sup>2</sup> [120 yd <sup>2</sup> ] area.
Bleeding and/or flushing at joints
Longitudinal ripples (raking) and/or wash-boarding (chatter) of 5 mm [ $\frac{1}{4}$ in] or more in depth as measured with a 3 m [10 ft] straight edge.
Total areas exhibiting raking and chatter exceeding 2% in any 100 m <sup>2</sup> [120 yd <sup>2</sup> ] area.
Total areas exhibiting loss of surface (debonding/delamination/ potholing) exceeding 2% in any 100 m <sup>2</sup> [120 yd <sup>2</sup> ] area.
Total ruts exceeding 6 mm [ $\frac{1}{4}$ in] below grade, as measured with a 3 m [10 ft] straight edge, exceeding 2% based on 10 [16] random samples per lane km [mile].

The edges of the microsurfacing for surface application shall be uniform, with neat appearance along the roadway centerline, lane lines, shoulder, pavement edge, and curb lines. Edges are to have a maximum 50 mm [2 in] horizontal variance in any 30 m [100 ft] section. Any 400 m [1300 ft] lane segment that has repairs or defects exceeding 5% of the area shall require a re-application of microsurfacing over the entire segment. All work required for reconstruction of unacceptable areas shall be at the Contractor's own expense. Any part of completed microsurfacing ejected for surface defects shall be repaired within 20 days from the time the Contractor receives notification of rejection, but in no case later than August 31<sup>st</sup> of the current year. If the 20-day period extends past August 31<sup>st</sup> of the current year, the Contractor shall complete the repairs between June 1<sup>st</sup> and June 15<sup>th</sup> of the following year.

Clean Up Microsurfacing shall be removed from all unwanted areas as directed by the Resident. The Contractor shall, on a daily basis, remove any debris from the work site.

Guarantee The Contractor, for a period of one year after the completion date, shall guarantee the work performed against failure and defects, and shall hold the State blameless in all claims arising from work performed, either of which are a result of factors that may include but not be limited to the following: poor workmanship, poor or incomplete materials, improper design of application rates, inadequate traffic control, and failure to practice proven microsurfacing procedures. Generally, poor stone retention, flushing and bleeding surfaces shall be construed as failure; however, the Resident shall be the sole judge as to areas that must be re-treated. Re-treatment shall be carried out promptly and efficiently as directed by the Resident. The Contractor, for a period of one year after completion of the re-treatment, shall guarantee the re-treatment executed under the terms of this contract against failure and defects as noted above. For the purpose of this item and at the discretion of the Resident, failure of intermittent areas that constitute 40% or more of the area treated or retreated on any individual project shall be deemed a complete failure, and the Contractor shall be required to redo the entire work under this item.

Measurement for Payment The quantity to be measured for payment shall be the number of square meters [square yards] of microsurfacing supplied, produces, and placed in accordance with this specification.

Basis of Payment The unit price for this item shall be full compensation for designing, producing, testing, and placing the rut, scratch, and surface course; supplying and placing bituminous tack coat; cleaning the pavement; guaranteeing the product for the time specified; and repairing any defects as described in Table 4.

Payment will be made under

<u>Pay Item</u>	<u>Pay Unit</u>
462.03 Microsurfacing – Scratch and Surface Course	Square Meter [Square Yard]

SPECIAL PROVISION  
SECTION 652  
 MAINTENANCE OF TRAFFIC

Approaches. Approach signing for the work on the Interstate shall include the following signs shown on the Standard Maintenance of Traffic in Construction Zones sheet for "Project Approach Signing-Expressway".

Road Work Ahead	Road Work 500 Feet
Road Work 3 Miles	Road Work Next 11 Miles
Road Work 1 Mile	End Road Work

Work Areas Interstate. At the work sites, signs, flashing arrow boards and channeling devices as shown on the Standard Maintenance of Traffic in Construction Zones sheets of the plans shall be used as directed by the Engineer.

Signs include:

Bump  
 Exit (green with white legend and border)  
 Work Area Ahead  
 Right or Left Lane Closed 1/2 Mile with 45 MPH Advisory Speed Plate  
 Do Not Pass\* (In Closure array and one per mile)  
 Advisory Speed Plates for 45 MPH (Spaced 1 per mile)  
 Lane Ends Merge Right or Left  
 Right or Left Lane Ends  
 W 4-2 ( | ) right or left  
 Resume Speed  
 Trucks Entering  
 Left Turning Trucks with 500 Feet Advisory Plate  
 Flagger Sign  
 Single Lane Ahead (At on-ramp in right lane closure)  
 Stop Ahead (At on-ramp in right lane closure)  
 Stop (At on-ramp in right lane closure)  
 Directional Arrows (At on-ramp in right lane closure)  
 Pass With Care\*  
 Fines Doubled\*  
 Speed Limit 55\* (with flags)  
 Work Zone  
 Grooved Pavement  
 Caution Rumble Strip

\* White with black legend and border

The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

General Requirements-Interstate. There shall be no diverting of traffic between northbound and southbound lanes.

The Contractor shall provide a minimum traveled way width of 15 Feet through an expressway lane closure.

The maximum length of lane closure shall be 4 miles.

Lane closures shall be separated by at least 2 miles.

All construction work shall be confined to the lane closed to traffic.

Slow moving construction equipment may travel the closed lane for short distances.

**All trucking shall be done in the lane open to traffic.**

Before traffic is routed over any new pavement, the adjacent guardrail and 350 Flared Terminals must be in place at the new grade.

No equipment or vehicles of the Contractor, his Subcontractor or employees engaged in work on this contract, shall be parked or stopped on lanes carrying traffic, or on lanes or shoulders adjacent to lanes carrying traffic, at any time.

When the Contractor is not working on a section restricted to one lane traffic for extended periods of time, all signing shall be removed and traffic shall be allowed to use the full roadway wherever possible.

The Contractor shall keep all paved areas of the roadway as clear as possible at all times. The Contractor's men and equipment shall avoid crossing traffic lanes whenever possible.

Road Work Ahead signs shall be used when the Contractor is working on or near an on-ramp or when the on-ramp enters a lane closure area.

No slope or guardrail work shall be done on or adjacent to the lane carrying traffic.

Channelization. Channelization devices shall include the following:

Flashing Arrow Boards

Vertical Panel Markers

Drums (Every 1500' of a lane closure the Contractor will place 3 drums across closed travel lane)

Cones **(During actual work the contractor shall use cones in the work areas in lieu of Drums)**

Temporary Raised Pavement Markers

Channelization devices shall be installed and maintained at the spacing determined by the MUTCD to delineate travel lanes through the project. Vertical Panel markers shall be placed 2 feet from the outside edge of the shoulder on the passing lane at 600 feet intervals when the travel lane is closed in overnight lane closures. The vertical panel marker size shall be 12 inches x 24 inches. When directed by the Resident, drums or other channelization devices shall be placed in the closed lane at a maximum spacing of 2 x speed limit.

Temporary Centerline or Edge Line. A temporary centerline of reflectorized traffic paint is not anticipated but will be required if the contractor's operations renders the existing pavement markings inadequate. A temporary edge line of reflectorized traffic paint will not be required as long as barrels are placed along the shoulder as determined by the MUTCD to delineate the travel lane. The temporary line shall conform to the standard marking patterns used for permanent markings and will be paid for under Section 627. Failure to apply a temporary line or delineation daily will result in suspension of all work until temporary markings or delineations are applied to all previously placed microsurfacing.

Roadside Recovery Area. The Contractor shall not store material nor park equipment within 20 feet of the edge of the established travel lanes.

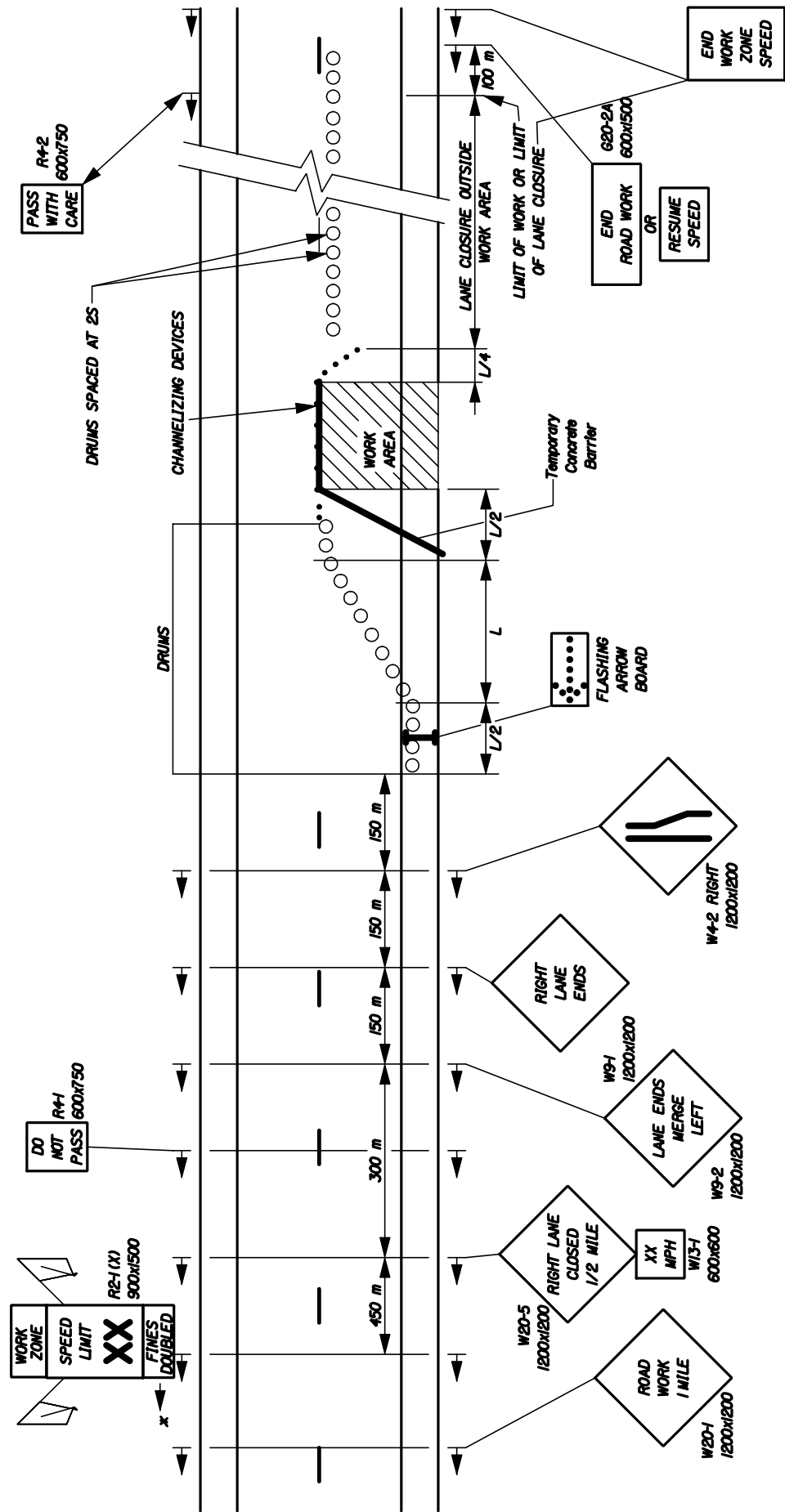
Equipment parked overnight within 30 feet of the edge of the travel lane shall be clearly marked by channelizing devices or other reflective devices.

Vehicles shall not be parked in the median, except at crossovers. Crossovers shall not be blocked from the normal use of maintenance or State Police Forces.

Speed Limits in Work Zones. The Contractor shall sign all approved reduced speed limits on construction project according to APM #431 - A Policy on the Establishment of Speed Limits in Work Zones.

NOTES:

- Omit W20-1 if lane closure signing array is within project limits.
- Alter pavement markings as required.
- Maintain 4.5 m lateral clearance.
- Use similar signing for left lane closure.
- \* To be removed or covered when the contractor is not working



-- EXPRESSWAY LANE CLOSURE --



SPECIAL PROVISION  
SECTION 652  
MAINTENANCE OF TRAFFIC

Approaches Approach signing shall include the following signs as a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

Road Work Next x Miles  
Road Work 500 Feet  
End Road Work

Work Area At each work site, signs and channelizing devices shall be used as directed by the Resident. Signs include:

Road Work xxxx<sup>1</sup>  
One Lane Road Ahead  
Flagger Sign

Other typical signs include:

Be Prepared to Stop  
Low Shoulder  
Bump  
Pavement Ends

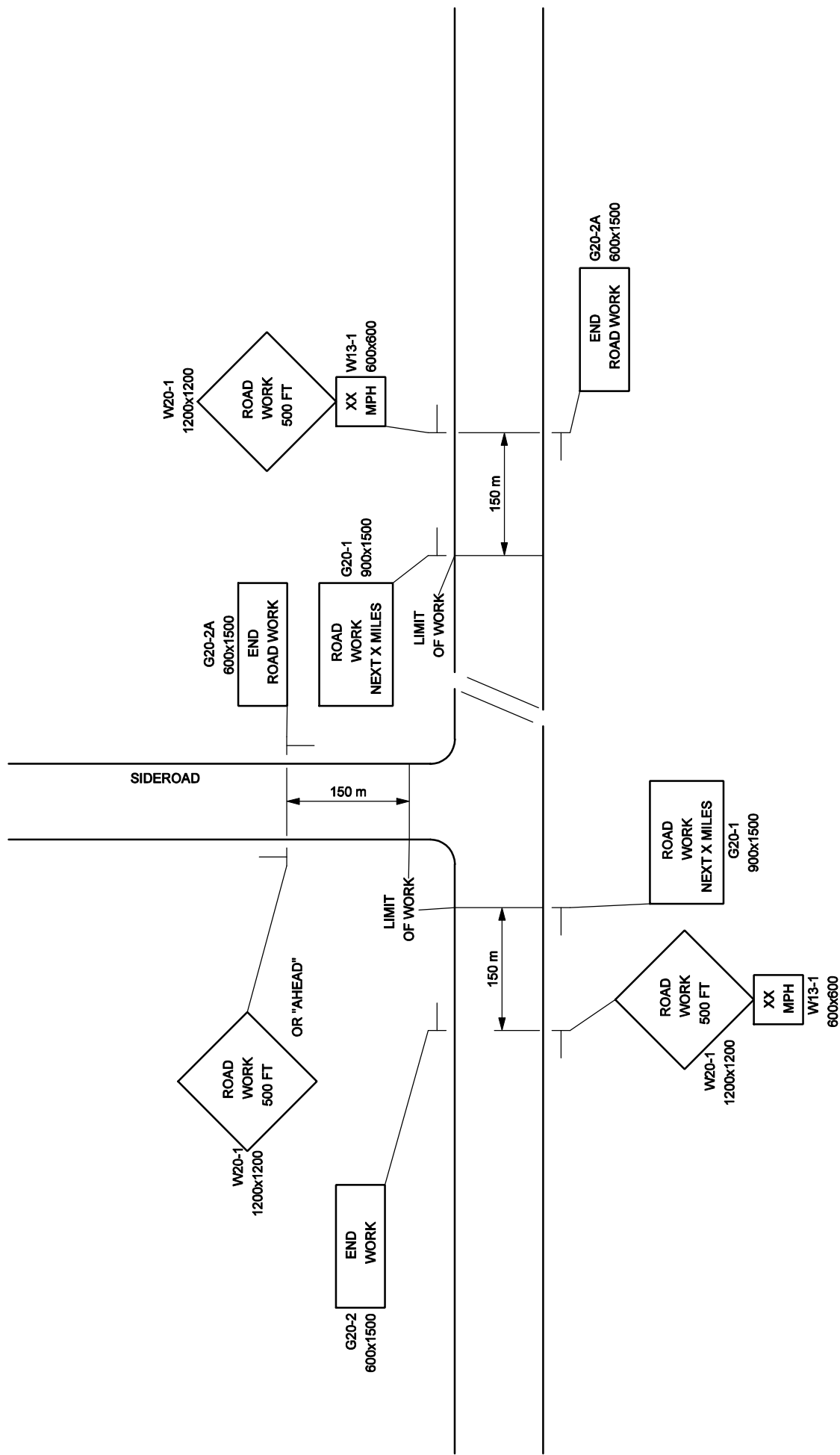
The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1.6 km [1 mile] of two way operation.

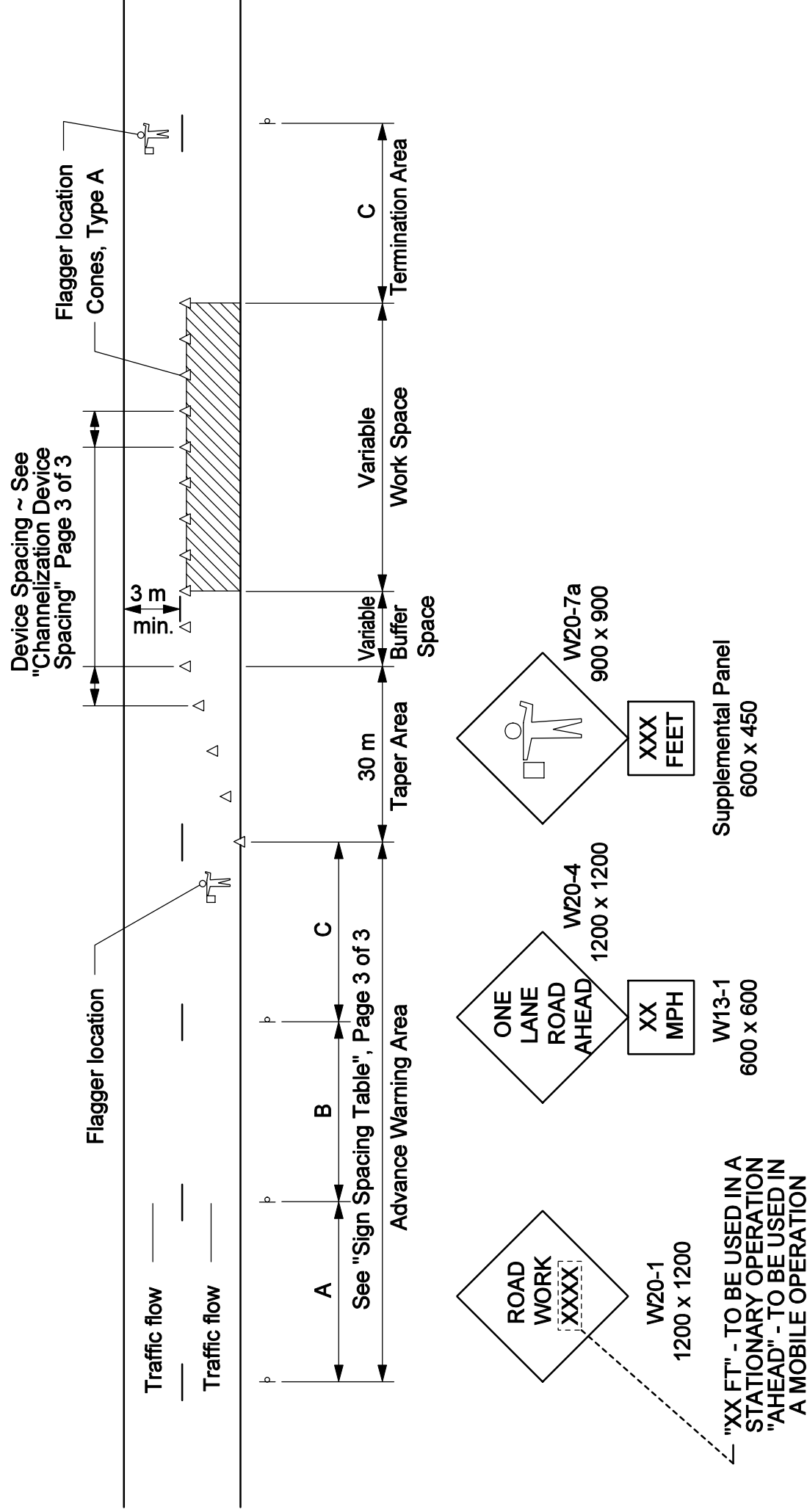
Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings.

Failure to apply a temporary centerline daily will result in suspension of paving until temporary markers are applied to all previously placed pavement.

<sup>1</sup> "Road Work Ahead" to be used in mobile operations and "Road Work xx ft" to be used in stationary operations as directed by the Resident.



# TYPICAL -- PROJECT APPROACH SIGNING -- TWO WAY TRAFFIC



# TYPICAL APPLICATION: TWO - WAY, TWO LANE ROADWAY, CLOSING ONE LANE USING FLAGGERS

\* Formulas for L are as follows:

For speed limits of 40 mph (60 km/h) or less:

$$L = \frac{WS^2}{60} \quad (L = \frac{WS^2}{155})$$

For speed limits of 45 mph (70 km/h) or greater:

$$L = WS \quad (L = \frac{WS}{1.6})$$

\* Formulas for L are as follows:

A minimum of 5 channelization devices shall be used in the taper.

TYPE OF TAPER	TAPER LENGTH (L)*
Merging Taper	at least L
Shifting Taper	at least 0.5L
Shoulder Taper	at least 0.33L
One-Lane, Two-Way Traffic Taper	100 ft (30 m) maximum
Downstream Taper	100 ft (30 m) per lane

#### CHANNELIZATION DEVICE SPACING

The spacing of channelization devices shall not exceed a distance equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet of 2.0 times the speed limit in mph when used for tangent channelization.

#### GENERAL NOTES;

1. Final placement of signs and devices may be changed to fit field conditions as approved by the Resident.

SIGN SPACING TABLE			
Road Type	Distance Between Signs**		
	A	B	C
Urban 30 mph (50 km/h) or less	100 (30)	100 (30)	100 (30)
Urban 35 mph (55 km/h) and greater	350 (100)	350 (100)	350 (100)
Rural	500 (150)	500 (150)	500 (150)
Expressway / Urban Parkway	2,640 (800)	1,500 (450)	1000 (300)

\*\*Distances are shown in feet (meters).

#### SUGGESTED BUFFER ZONE LENGTHS

Speed (mph)	Length (feet)	Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	50	425
35	250	55	495